

REQUEST FOR PROPOSALS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

RFP No. 04-2016

**TRAFFIC ENFORCEMENT, AUTOMATED RED
LIGHT AND SPEED DETECTION CAMERA
SYSTEMS AND OFFICE SERVICES**

OPENING: OCTOBER 21, 2015 AT 11:00 A.M.

**PRE-PROPOSAL CONFERENCE:
SEPTEMBER 29, 2015 at 10:00 AM**

BUYER: Shelley J. Liby, CPPB
PHONE: 410-313-6379
EMAIL: sjliby@howardcountymd.gov



Formal RFPs and RFPs Results are available on the Website:
www.howardcountymd.gov/purchasing

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

SECTION A**KEY INFORMATION SUMMARY**

RFP Number:	RFP 04-2016
RFP Name:	Traffic Enforcement, Automated Red Light and Speed Detection Camera Systems and Office Operations.
Issue Date:	Monday, September 14, 2015
Buyer:	Shelley J. Liby, CPPB sjliby@howardcountymd.gov 410-313-6379
Pre-Proposal Date:	Tuesday, September 29, 2015 at 10:00 A.M.
Pre-Proposal Location and Registration:	Howard County Office of Purchasing 6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 Please register by contacting Rebecca Coleman at rcoleman@howardcountymd.gov
Questions Due and to Whom:	Questions due no later than 4:00 p.m. 10 days prior to bid opening. Submit questions to: Shelley J. Liby at sjliby@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Proposal Due:	Wednesday, October 21, 2015 before 11:00 A.M. EST
Mail/Deliver Proposals to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370 PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.
Agreement Term:	01/01/2016 – 12/31/2016 with seven (7) one year renewal options
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	10% Subcontracting Goal

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations. www.howardcountymd.gov/purchasing

SECTION B**PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
 - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
 - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.

- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Buyer – The County's Purchasing Representative for the resulting Agreement
- 1.4 Agreement – The Request for Proposal documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.5 County – Howard County, Maryland
- 1.6 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.7 Contractor – Any offeror; most often the successful offeror
- 1.8 Designee – Specifically appointed alternate signatory or decision maker
- 1.9 Equal Business Opportunity (EBO) – The County's minority business enterprise program
- 1.10 Issuing Office – The Howard County Office of Purchasing
- 1.11 Offeror – Any entity that submits a response to this solicitation
- 1.12 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.14 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.15 Solicitation – The Request for Proposal
- 1.16 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.

3 COMPETITION:

- 3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such

references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.

- 3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.

- 4 **PERIOD OF VALIDITY:** Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.

5 **DELIVERY:**

- 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
- 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.

6 **GOVERNING LAW:**

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 6.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 7 **PROTEST:** Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within 10 days. The County's decision is final.

- 8 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.

- 9 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.

- 10 CASH DISCOUNTS: If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 UNIT PRICES: Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 PATENTS: If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15 AVAILABILITY OF FUNDS: The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 INTEGRATION AND MODIFICATION: This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 18 AGREEMENT:
 - 18.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample Lease Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's Agreement may result in rejection of the proposal.
 - 18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.
- 19 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 19.1 The County operates under a public information law, which permits access to most records and documents.
- 19.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

20 COOPERATIVE PURCHASE:

- 20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, schools districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

- 21 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State Law.

22 AWARD NOTIFICATION:

- 22.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.
- 22.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming. "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement* the completed EBO Schedule of Participation and the Maryland Registration Certificate of Good Standing.

*** As Offerors have had an opportunity to note Exceptions to the Agreement with their proposal submission, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I. PRIOR TO SUBMISSION OF YOUR PROPOSAL.**

23 TERMINATION:

- 23.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be

considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION D

SPECIFICATIONS

- 1 **STATEMENT OF WORK:** Howard County, Maryland, (the “County”), seeks a qualified vendor (the “Contractor”), to furnish automated camera systems capable of detecting and recording red light and/or speed traffic violators and provide back office processes, as described in this Request for Proposals.
 - 1.1 The County requires the services for its Police Department Automated Enforcement Division to be performed at The Dorsey Building, 9250 Bendix Road Columbia, MD 21045
 - 1.2 The County desires to solicit qualified proposals for the use, service and conversion of its current and future red light and speed detection camera systems. For the purpose of this RFP, red light and speed detection camera systems are defined as inclusive of all equipment and personnel required to complete the operation of Automated Red Light Camera and Speed Detection Enforcement. This system must combine vehicle detection technology and digital image technology with a complete program for supplying, installing, and maintaining the cameras.
 - 1.3 The County is also seeking turnkey violation processing systems (“back office services”) for the issuance and adjudication of red light running and speed violator citations. The back office services shall review images, access and/or interface with the Maryland Motor Vehicle Administration (“MVA”) to obtain motor vehicle registration data, perform quality control, print and mail notices, perform field maintenance and repair services, conduct retraining of employees, provide public awareness and provide adjudication management. The back office services must be accessible on the Internet by any approved user via a personal computer, an Internet connection, a web browser, and security authorization.
 - 1.4 It is the intent of the County in preparing this solicitation to set out specific outcomes and effects desired without specifying the exact technology to be used. It is expected that the Contractor shall offer the best practice or solution for achieving the efficiency and effectiveness of the desired programs.
 - 1.5 Through the life of the contract, newer models, manufacturers, styles, etc. may become available or models and/or styles may change. In order to have the most current equipment and styles available, the County reserves the right to rent/lease the newest or most updated models as they become available, as well as similar or like equipment meeting the intent of this solicitation, and items may be added as necessary to meet this requirement or future requirements that may become necessary in the event of a change in legislation.
- 2 **BACKGROUND - RED LIGHT ENFORCEMENT:** The County’s Red Light Camera Enforcement began in 1998. During that time, the County operated with wet film cameras that were installed at intersections in the County identified as having a red light running problem. In 2004, the County converted all of its wet film cameras to digital cameras. The County currently has 28 red light cameras in operation with plans to expand if additional intersections are identified as having red light running problems.
 - 2.1 The County currently manages the Regional Automated Enforcement Center, (hereinafter “RAEC”), which encompasses 16 jurisdictions with 9 partners. Current RAEC partners include the Charles County Sheriff’s Office, Bel Air, Cheverly, Cottage City, Greenbelt, Hyattsville, Landover, Morningside and Westminster. The RAEC is open to other jurisdictions throughout the State of Maryland. The RAEC has 72 red light camera systems, including Howard County, currently in use that average 100 citations per day. The number of violations varies greatly at different camera sites. Average red light citation volume for the County’s 28 active red light camera sites is approximately 84 citations per day.
 - 2.2 The County proposes to upgrade and expand the Red Light Camera Enforcement Program, which it believes is an effective method of gaining road safety by controlling red light violations. Automobile accidents caused by red light running are one of the leading causes of personal injury collisions and are often catastrophic in terms of personal injury as well as property damage.

Traditional enforcement methods are ineffective for a variety of reasons. Officers can only stop one violator at a time and enforcement many times requires the officer to run the red light to stop the violator putting the officer and other motorists in potentially dangerous situations.

- 3 **CONTRACTOR REQUIREMENTS - RED LIGHT ENFORCEMENT:** The County is requesting proposals for the supply and operation of red light camera systems and citation processing.
- 3.1 Time is of the essence for this procurement. The County's intention is to have the awarded Contractor's on site and operating by January 1, 2016.
 - 3.2 After award of the contract, all coordination for services shall be with the Administrator of the respective program of Howard County Department of Police.
 - 3.3 The Contractor shall designate in writing a Project Manager and all coordination for services between the County and the successful Contractor shall be the responsibility of the respective managers.
 - 3.4 The County seeks a financially secure and stable contractor with the human, technological, and financial resources required to implement and operate its Red Light Enforcement Program.
 - 3.5 The Contractor must have sufficient experience in providing red light camera systems and services to jurisdictions similar in size and population to the County. The Contractor must provide statistical data from each program showing the following for the past five years:
 - 3.5.1 Number of installed and operational cameras.
 - 3.5.2 Traffic volume at camera locations.
 - 3.5.3 Number of incidents photographed at camera locations.
 - 3.5.4 Number of uncontrollable rejections that are outside the Contractor's control such as missing plate, funeral procession, officer controlled, dealer plate or obstructed plate, or no DMV record found.
 - 3.5.5 Number of rejections within the control of the Contractor such as, but not exclusive to improperly lit or dark images, unreadable or cut off license plates, vehicles out of position in the first or second image, green light in second image, traffic lights appearing both red and green in one or both images, missing violation date, incorrect data bar, images missing the red light signal in the image, improper amber times, or citations that are too old to be issued.
 - 3.5.6 Number of citations approved by employees and mailed out to violators.
 - 3.5.7 Percentage of citations contested.
 - 3.5.8 Percentage of payment types utilized, such as but not limited to internet payments, telephone payments, and lockbox or any other electronic forms of payment.
 - 3.6 The actual scope of the work being performed such as site selection procedures, construction, maintenance, field service, event review, registered owner information acquisition, citation and late notice mailing as well as other related correspondence, payment processing/lockbox management, adjudication services, training public awareness, and citation reports.
 - 3.7 Describe the Contractor's history in the red light camera industry, including the technologies utilized in their red light camera systems and the percentage of digital systems installed and managed.
 - 3.8 The County reserves the right to check all references furnished and consider the responses received in determining the award of this proposal. The County shall require the Contractor to

sign an authorization for the release of information and waiver of liability. This waiver shall release any and all references from liability and damages that may result from furnishing the information requested, including any liability or damage pursuant to any state or federal laws. Any information obtained shall be for the sole purpose of determining the Contractor's qualifications and shall be held confidential.

- 3.9 If camera hardware or software transition is necessary it shall occur site by site with no more than one camera and detection system out of service at one time.
- 3.10 Processing software shall be compatible with each camera unit in the field, both existing camera systems and new camera systems.
- 3.11 The Contractor shall include in their total price proposal the prices for supplies necessary for printing and mailing citations, including but not limited to; envelopes, paper, and postage.
- 3.12 The Contractor shall include in their total price proposal any additional prices resulting from out of state registrations.

4 SECURITY – RED LIGHT ENFORCEMENT:

- 4.1 All Contractors, Contractor's employees or other individuals as identified by the County who have access to any portion of Howard County's Automated Enforcement Programs shall be subject to, and pass, a Howard County Police background investigation.
- 4.2 All Contractors, Contractor's employees or other individuals as identified by the County who have access to any portion of Howard County's Automated Enforcement Programs shall have access to the RAEC as approved by the County. In no cases shall any Contractor, Contractor's employees or other individuals as identified by the County access any motor vehicle department data base or link without an authorized County employee being present, nor shall any such employee download digital images unless an authorized County employee is present.
- 4.3 All information and data pertaining to any portion of the Howard County Police Automated Enforcement Programs shall be held in the strictest of confidence and not be released to anyone without the express consent of the County's Commander of the Automated Enforcement Division.
- 4.4 Access to the RAEC shall be limited to authorized persons only.

5 PROJECT MANAGEMENT AND IMPLEMENTATION PLAN - RED LIGHT ENFORCEMENT:

- 5.1 The Contractor shall describe their management approach and how they shall ensure a successful project for the County. The Contractor shall describe their project organization for both start up and ongoing operations and must include all positions in their organization including the number of staff and location.
- 5.2 The Contractor shall provide a Project Manager for the project and this individual shall serve as the single point of contact for the County. The skills and qualifications of the proposed Project Manager and his or her supporting team must be provided.
- 5.3 The Contractor shall provide the names, addresses and telephone numbers of all subcontractors and include a brief summary citing the qualifications, responsibilities and experience of each firm.
- 5.4 If applicable, the Contractor shall present a proposed timeline for the conversion of existing red light camera systems, conversion of existing red light camera data to the new system and the identification, installation and operation of new red light camera systems using the most advanced technology available.
- 5.5 Business rules shall be established and agreed upon between the County and the Contractor. The County reserves the right to modify these rules on an as needed basis. Modifications to the Business Rules shall be made by the Contractor without any costs or charges to the County. These

changes/modifications shall be made within 45 days. The Business Rules shall not be altered by the Contractor without the authorization of the County.

- 5.6 The Contractor shall warrant and fully maintain all equipment provided to the County throughout the duration of the contract.
- 5.7 The Contractor shall agree to and provide a conversion plan, in the event of contract non-renewal, detailing how to accomplish a six-month camera conversion to a new contractor. The conversion plan must be submitted for approval by the County not less than 6 months prior to the expiration of the initial term of the contract.
- 5.8 All initial red light camera information, data and images are the property of the County and may not be used by the Contractor without written permission of the County.

6 SYSTEM OVERVIEW – RED LIGHT ENFORCEMENT:

- 6.1 The County is seeking Contractor(s) to provide the conversion of the existing digital camera systems and new digital red light camera systems and back office citation processing for red light cameras. The County intends to obtain this through an award to one or more firms, whichever is determined to be in the best interest of the County.
- 6.2 The current system utilized by the County provides two digital, color images from the cameras and produces a choice of two tag close up images in monochrome. The registration number and State are identified and an initial review of the violation is completed. All citations are issued a citation number consisting of “214” followed by a sequential number as required by the District Court. The back office employees have a program in which they link to the Maryland MVA and obtain registration information for all violators registered in the State of Maryland. Howard County Police Department employees access NCIC for all registration information on all out of state tags. Howard County Police Department employees perform the final review and subsequent approval of the red light citations. Once the citations are reviewed and approved, the Howard County Police Department employee’s name and ID number are electronically inserted into the citation and the citations are printed and mailed on the same day by the back office Contractor. According to Maryland law, the approved citations must be mailed out within 14 days of the violation. Payments and correspondence regarding red light citations are received and processed through the County’s lockbox company; Merkle. Merkle prepares all payments for deposit to the bank and places a payment file of all monies received on their file transfer protocol (FTP) site. The back office Contractor must upload this information every day to credit the citations paid the previous day. The County has preset days for Red Light Camera Court and County employees assign these court dates to citizens contesting their citations. These court dates are mailed to the citizens as well as follow up correspondence after court.

7 CONVERSION OF EXISTING DIGITAL CAMERA SYSTEMS, DATA AND NEW RED LIGHT DIGITAL CAMERA SYSTEMS - RED LIGHT ENFORCEMENT:

- 7.1 The Contractor shall be able to provide digital images in formats compatible with the back office system. Acceptable formats are JPG, BMP, GIF, TIFF or other County approved alternate. Please note that any graphical formats that embed a text stream are not acceptable. Contractors shall indicate the format, which produces the optimum balance of high quality and a small file size from their cameras in their proposal.
- 7.2 Existing Locations: The County has 28 active digital red light camera systems currently deployed. The current system records images on magnetic media. Film-based systems are not in use and shall not be considered. The County expects the Contractor to work with the existing Contractor during the conversion process. The RAEC partnership has an additional 44 cameras, which must be converted within 6 months from the execution of the contract. The conversion process to be completed within 6 months from the execution of the contract. The construction plan is subject to final approval by the County and State Traffic Engineers. All completed work and all associated construction and permit requirements are the responsibility of the Contractor.

- 7.2.1 The Contractor shall supply appropriate supplies and services including:

- 7.2.1.1 Assume the transition cost associated with the installation of camera systems.
 - 7.2.1.2 Conversion to new digital camera system shall be completed within 6 months after award of contract.
 - 7.2.1.3 Ensure minimal down time of cameras due to conversion.
 - 7.2.1.4 Convert all existing citation information and images (open citations, closed citations, and non-cited events) to a new administrative system so that all information is easily accessible, searchable and viewable.
 - 7.2.1.5 Provide a browser-based system that shall allow for the viewing of all citations and payment of these citations. A secure payment and validity shall be included.
 - 7.2.1.6 Provide a seamless continuation of existing services.
 - 7.2.1.7 Archive existing images and related data. Archiving shall be in an approved media that can be secured for the period of storage required by law for this type of information.
 - 7.2.1.8 Within 30 days, after award provide the County with a Gantt Chart with a timeline for accomplishing the conversion of both existing camera systems and data.
 - 7.2.1.9 Pay all conversion costs. Every effort shall be made to use existing equipment and wiring. The Contractor is responsible for all (above or below ground) ISDN, DSL, cable, or other connectivity to each camera location. Once power is available at a camera site, there shall be no additional cost to the County.
 - 7.2.1.10 Erect the camera and laser poles.
 - 7.2.1.11 Be responsible for any and all costs imposed by the State Highway Administration (SHA) for the conversion of camera sites.
 - 7.2.1.12 Insure that no more than one camera at a time shall be out of service during the transition period for either new installations of detection systems/cameras or for the purposes of upgrading detection systems/cameras without the approval of the County and RAEC.
 - 7.2.1.13 Utilize Maryland, in-state Contractors who are currently approved and utilized by the SHA and Howard County Government to perform traffic signal maintenance & construction in Maryland. Contractors performing the work shall be licensed in Maryland and Howard County.
- 7.2.2 The County shall provide the following supplies and services:
- 7.2.2.1 If available, an intersection drawing of the traffic signal.
 - 7.2.2.2 Make wiring connections in County maintained traffic signal cabinets to provide the following:
 - 7.2.2.2.1 A 10-Ampere, 120 volt AC power source.
 - 7.2.2.2.2 120 volt AC outputs for red and amber traffic signal indicators.

7.3 The County reserves the right to reject, remove or reassign any camera location, regardless of

point in construction. The Contractor shall be responsible for removing its equipment with 10 days of written notification at no additional cost to the County.

- 7.4 New Locations: As the County identifies a new camera location site; the Contractor shall provide a construction plan for the intersection that details the layout of the proposed equipment necessary to operate a Red Light camera system. The construction plan is subject to final approval by the County and State Highway Administration traffic engineers. The Contractor shall be responsible for any and all costs imposed by the State Highway Administration and/or the local power company for new camera sites until permanent power is established. The County shall approve all sites for red light camera installation; however the Contractor shall provide site analysis and other information to assist the County in making their final site selections. This site analysis shall include video surveillance of the potential site(s). The furnishing and installation of equipment shall be the responsibility of the County and the Contractors, as follows:
- 7.4.1 The Contractor shall supply appropriate supplies and services including, but not limited to:
 - 7.4.1.1 Provide and install camera systems, which includes above ground detection devices and underground infrastructure.
 - 7.4.1.2 Provide and install housings and poles.
 - 7.4.1.3 Provide transformer bases and anchor bolts.
 - 7.4.1.4 Provide onsite personnel to maintain camera systems.
 - 7.4.1.5 Provide an electronic means to transfer color images from the cameras to the RAEC Center, located at 9250 Bendix Rd, Columbia, MD 21045.
 - 7.4.1.6 Provide maintenance of the transmission system.
 - 7.4.1.7 Provide regularly scheduled maintenance, in addition to normal maintenance, of the red light camera systems.
 - 7.4.1.8 Provide a County approved security solution to safeguard image security.
 - 7.4.1.9 Provide comprehensive documentation on system operation.
 - 7.4.1.10 Provide a proposed construction plan prior to the installation of camera system.
 - 7.4.1.11 Provide as-built drawings after installation to include field modifications.
 - 7.4.2 The Contractor shall pay all costs for construction including the purchase and installation of the underground camera system infrastructure equipment. The infrastructure equipment must meet County standards as determined by Howard County Traffic Engineering.
 - 7.4.3 If the County decides to remove a red light camera site, the Contractor shall be responsible for all costs associated with the removal of the site. The State Highway Administration requires that only Contractors approved by their agency may remove equipment located on SHA property.
 - 7.4.4 The County or the applicable jurisdiction shall choose all camera site locations. Cameras may be moved from one site to another with existing infrastructure or to a new site where new infrastructure may be required. Some locations may be deactivated and/or permanently removed without the camera being moved to a new location. The Contractor shall pay all costs associated with the removal of said cameras and any other fees such as restocking fees. A site is defined as the roadway

approach to a traffic signal that shall be monitored by a single red light camera system.

7.4.5 The County shall provide the following services:

7.4.5.1 Identify intersection locations for Automated Red Light Enforcement.

7.4.5.2 If available, an intersection drawing of the traffic signal plan to scale.

7.4.5.3 Make wiring connections in County maintained traffic signal cabinets to provide the following:

7.4.5.3.1 A 10 ampere, 120 volt AC power source.

7.4.5.3.2 120-volt AC outputs for red and amber signal indications.

7.4.5.4 Indoor office space at the RAEC. The County shall supply all HVAC, maintenance, and janitorial services at the offices. Each Contractor shall be allowed access to the RAEC to include conference rooms, etc. to employees who successfully complete Howard County Police Department background investigations. The County shall supply administrative and management services for the RAEC to include, but not be limited to, evidence controls and operational oversight. The Contractor shall adhere to the County's holiday schedule. There is no access to the RAEC or the Dorsey building during County holidays or when the building is closed due to weather or other emergencies. Access shall be authorized for emergency repairs to the Contractor's equipment.

8 INSTALLATION - RED LIGHT ENFORCEMENT:

8.1 Set up and optimize cameras at all locations identified by the County and RAEC. The Contractor must align and position cameras with appropriate focal lenses to maximize the number of red light violations that can be photographed while minimizing potential obstructions to view (e.g. vehicle out of focus, out of range, data bar blocking critical violation elements, etc.). The Contractor shall be responsible for all costs associated with the construction and installation of digital red light camera systems.

8.2 Each camera shall be capable of identifying vehicles traveling through a signalized intersection and take photographs of the rear view of each vehicle violating a red light traffic signal.

8.3 Each system shall be installed so each violation can be recorded by the camera unit at all times of the day, during all seasons of the year, under varying conditions of sunlight and shadowing, at night and during any weather conditions. The photograph shall incorporate the following views:

8.3.1 Back view of the violating vehicle.

8.3.2 Clear view of the traffic signal head showing which indication is illuminated.

8.3.3 Characters and numbers on reflective and non-reflective license plates.

8.3.4 Superimposed data.

8.4 Each system shall be fully suitable, functional, and operational and not require direct intervention by a person in all weather conditions.

8.5 Each system shall operate on 120V AC, 60-cycle power supply that shall be fused to protect the camera unit. The contractor's design of the camera system shall include the ability to turn off power to the camera system without entering the traffic signal cabinet. Existing sites utilize a disconnect kit in the camera pole.

8.6 Contractors are encouraged to reuse the existing infrastructure at existing automated red light

enforcement sites, if at all possible. This infrastructure includes poles, pole foundations, conduit, and wiring.

9 DETECTION - RED LIGHT ENFORCEMENT:

- 9.1 The violation detection system must accommodate accurate speed detection. The violation detection system must be an above ground, non-invasive detection system and detect a minimum of 98% of all vehicles. The system must be accurate to +/- 1 mph for speeds up to 100 (one hundred) mph. Alternate detection methods may be considered if evidence can be provided that the systems achieve 98% detection and +/- 1 mph, however, inductive detector loops shall not be considered.
- 9.2 The Contractor shall submit third party test data validating the accuracy and statistical reliability of the detection method when used as intended.
- 9.3 The Contractor shall submit method and required frequency of calibration of the detection method.

10 CAMERA HOUSING – RED LIGHT ENFORCEMENT:

- 10.1 A weather and vandal-proof housing shall be provided to protect the camera housing unit and its ancillary equipment and must have the following:
 - 10.1.1 Water and spray resistance with a sealed access panel.
 - 10.1.2 Double-walled steel construction including welded joints.
 - 10.1.3 Rust proof finish (e.g. baked enamel) in a color approved by the County.
 - 10.1.4 Bulletproof windows for the camera and false mechanisms.
 - 10.1.5 Security locks.
 - 10.1.6 Secure mounting on a Contractor supplied pole to allow both horizontal and vertical adjustment at the intersection.
- 10.2 The camera housing cabinet shall be designed in a manner to ensure system operation under an ambient temperature range of –10 degrees Fahrenheit to 122 degrees Fahrenheit and an outside humidity of 100%.
- 10.3 The camera housing shall contain a system, which must automatically activate to reduce any fogging on the windows, which may obstruct the view of the camera.
- 10.4 The camera enclosures must be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard.
- 10.5 The housing shall be designed to eliminate or decrease the problem of nesting birds.
- 10.6 The pole shall have a secured terminal block, in a vandal proof location, readily accessible to accept the power for the red and amber lights and vehicle detection system inputs.

11 DIGITAL CAMERA SYSTEM – RED LIGHT ENFORCEMENT:

- 11.1 The system shall be based on the use of digital cameras that record images on magnetic media.
- 11.2 The camera unit shall consist of the camera, non-invasive, aboveground detection system, keypad and associated electronics.
- 11.3 The cameras shall provide two high-resolution color images of the rear of the vehicle committing the red light violation in addition to the traffic signal heads (in red phase), the stop bar, and other

pertinent information to substantiate a red light violation. The violating vehicle must trigger the first image. A third image shall be taken of the registration plate. It may be in color or monochrome although monochrome is desirable. The County also desires a system that can provide multiple tag shots to choose from.

- 11.4 The County desires a camera system that can capture multiple sequential frames, yielding a short video clip that can provide additional evidence of the violation.
- 11.5 The operation of the camera shall be microprocessor controlled and fully automatic; it shall incorporate sufficient shutter speed, sensitivity to ambient light to provide adequate illumination and effective stopping power to record sharp, well-defined and well-illuminated images, resulting in the maximum number of recordable violations. The camera system shall incorporate the following features:
 - 11.5.1 The initial shutter release shall be triggered by the violating vehicle prior to passing the stop bar.
 - 11.5.2 Auto aperture over the widest possible lighting conditions from dimmest to brightest, where dimmest shall be lighting at night without street lights or moonlight of a black vehicle on a black road surface and brightest shall be full sunlight reflecting off a white vehicle surrounded by snow to increase the contrast.
 - 11.5.3 The range of shutter speeds shall include a top speed 1/1000 of a second.
 - 11.5.4 A system that uses existing ambient lighting (natural or artificial) to photograph violations and tag shots under low light or night conditions is desirable.
 - 11.5.5 After capturing an image, the system shall be capable of capturing another image within 0.2 seconds.
 - 11.5.6 The system shall offer auto data recording onto the image in a data bar within 0.05 seconds of the actual exposure with all related data.
- 11.6 Violation images shall be encrypted at the point of capture to ensure the security of primary evidence to a County approved level security. The proposed system must encrypt all images and violation data together at the time of issuance. It is unacceptable to match electronically, violation images after issuance, to maintain an unbroken chain of custody for evidence. The Contractor must detail the system's encryption specifications.
- 11.7 All violation images shall be in color or as otherwise approved by the County. The County prefers that the registration plate image be in monochrome. Violation images should be saved in 24 bit color at a high enough resolution to allow for the easy recognition of the violation when displayed on a standard color monitor with an on-screen image size no greater than 5in x 14in or less than 3in x 4in. Image resolution of 768 x 576 or higher is desired. Both images must include the traffic control device and clearly show that the red phase is illuminated. Images must be saved in a universally acceptable format (i.e. JPG, BMP, GIF, TIFF, or other County approved alternate) and saved at a resolution of no less than 600 PPI.
- 11.8 Example of Current Image Resolution:
 - 11.8.1 Scene Tripped Image: 768 x 576 pixels.
 - 11.8.2 Scene Time Image: 768 x 576 pixels.
 - 11.8.3 Plate Images (monochrome is desired): 640 x 480.
 - 11.8.4 All images stored in 24-bit color.
 - 11.8.5 JPEG file format.

- 11.9 All images for 1 day and for one location are stored in an electronic folder, with the folder name in the format of XXXMMDDYY where XXX denotes the location/site code and MMDDYY denotes the incident date.
- 11.10 The camera unit shall be portable and easily removable from the cabinet housing. Camera units shall be interchangeable as to allow easy relocation to other sites pre-installed with poles and housings.
- 11.11 The camera unit shall provide a display of the current day, date and time in 24 hour military time so it can be easily verified as functioning and correct. At a minimum, the system clock should maintain the correct time to within ten seconds over a period of no less than 7 days. Service personnel should be able to easily set the time and date at the camera site. The system shall also be capable of remote adjustment of date and time (24 hour military time) and remote verification of same.
- 11.12 The camera lenses shall be interchangeable. Depending on the location, it may be necessary to use lenses ranging from 42 degrees to 23 degrees. Variable focal length lenses of adequate resolving power shall be acceptable.
- 11.13 The camera unit shall allow for on-site adjustment of camera activation. At a minimum, on-site adjustment shall allow for:
 - 11.13.1 Distance intervals between the images taken by the camera.
 - 11.13.2 Adjustment of monitoring zone size.
 - 11.13.3 Specify the time or distance interval between the first and second violation image.
 - 11.13.4 The date, day, and time.
 - 11.13.5 The minimum vehicle speed needed to activate camera in 1 MPH increments, from 1 to 40 MPH.
 - 11.13.6 Time operation for automatic on/off activation.
- 11.14 The camera unit shall be designed so that malfunctions can be easily identified and corrected. The unit shall:
 - 11.14.1 Be capable of performing a self-test. Each self-test to be recorded in the data bar.
 - 11.14.2 Simulate a violation being recorded for testing.
 - 11.14.3 Provide an error signal for selected malfunctions.
 - 11.14.4 Record date and time of camera shutdown in the event of malfunction (only during periods when County supplied power is available).
- 11.15 The system server shall be located at the RAEC or a location mutually agreed upon by the Contractor and the County. The Contractor must describe specific communication requirements for transmitting images back to the RAEC. The Contractor is responsible for data communications for digital images, from cameras to the back office system at the RAEC, and shall include cost of installing and operating any communications circuits for data transmission, monitoring, or control.
- 11.16 Communication facilities and related equipment, except the server, installed by the Contractor camera locations and at the RAEC become property of the County.
- 11.17 The Contractor is responsible for maintenance of the communication facilities and related equipment.

- 11.18 The cost to establish the communication facilities shall be paid for by the Contractor.
- 11.19 The Contractor must provide a detailed description of method used to ensure image integrity. The Contractor may submit more than one security option and describe the impact each option would have on the proposed cost, if any (e.g. option to have worm CD at each camera site would add x number of dollars to price bid).
- 11.20 The Contractor must store untouched violation images for a minimum of 12 months. Violation images from cases that are being appealed must be held until that case is finally adjudicated. Any data storage device(s) used to store violation images, including images themselves, must be destroyed within County evidence destruction protocol.
- 12 CAMERA FLASH REQUIREMENTS - RED LIGHT ENFORCEMENT: It is desirable that the camera units offer light sensitivity to ambient light that can provide night and low light images with standard street lighting so a flash is not necessary. If an intersection needs additional lighting, that lighting shall be at the expense of the Contractor and must meet the approval of the County and the State Highway Administration. The lighting should be sufficient to illuminate all images taken for the violation over 24 hours.
- 13 CAMERA DATA BAR - RED LIGHT CAMERA: Each violation photograph shall contain a clear and legible data bar on the image, preferably white or yellow script on black background. The data bar shall be positioned to avoid masking critical violation elements. The data bar shall contain the following data information for each image:
 - 13.1 Date (MM/DD/YY).
 - 13.2 Time (24-hour clock).
 - 13.3 Lane number in which violation occurred.
 - 13.4 Number of seconds (in 1/10 second increments) that the amber indication was displayed.
 - 13.5 Number of seconds (in 1/10 second increments) that the red indication was displayed.
 - 13.6 Location code.
 - 13.7 Vehicle speed in miles per hour (mph). The speed data shall appear only on the image where the speed was calculated.
 - 13.8 Posted speed limit.
 - 13.9 Photo number sequence.
 - 13.10 The designated data elements are necessary on all three of the photographs used for each violation.
 - 13.11 Any required modifications to the data bar must be completed with 45 days of a written noticed from the County (RAEC) at no cost to the county.
 - 13.12 The system shall be capable of performing a self-test on location. Self-testing shall be recorded in the data bar. Designated data elements are only necessary on one of the two photographs taken for each self-test if the self-test consists of two photographs. At a minimum, the data recorded on the self-test shall include the following:
 - 13.12.1 Date (MM/DD/YY).
 - 13.12.2 Time (24-hour clock).
 - 13.12.3 The designation of test mode operation.

- 13.12.4 Lane of the test.
- 13.12.5 The time or distance interval for the second photo image selected.
- 13.12.6 The delay time into the red phase selected.
- 13.12.7 Location code.

14 SYSTEM OPERATIONS – RED LIGHT ENFORCEMENT:

- 14.1 A minimum of three photographs or images shall be taken for each violation recorded by the system. The first photograph or image shall be taken of the vehicle prior to crossing the stop bar at the intersection, and shall be triggered by the violating vehicle. The second photograph or image shall be taken after the vehicle has completely crossed over the stop bar. The third images shall be taken between the two above listed photographs and it shall be exclusively of the registration plate. It would be preferable to offer a choice of two tag shots (four images total for each violation) in case part of the tag is cut off.
- 14.2 If a time interval of exposure between the three photographs is taken to record a violation, it shall be adjustable either in 10ths of a second from 0.1 to 2.0 seconds or in 1 foot or meter increments. Time and/or distance adjustments shall be easily made on-site.
- 14.3 If a second vehicle violates the red light before the second photograph of the first violation has been taken, the second photograph shall be taken to document the violation of the second vehicle and a third photograph shall be taken to complete documentation of both the first and second violation. When any digital wide-angle image is captured, the system shall save the image for use not only for the violation in question but in any other violation that may be occurring simultaneously. The monochrome images shall use this sharing technique as well.
- 14.4 The camera system shall be capable of accurately monitoring several traffic lanes for red light violators concurrently, including left turn lanes, and must have the ability to capture multiple red light violators simultaneously and multiple signal phases at a single intersection and be capable of monitoring a minimum of four violations per red phase.
- 14.5 The camera unit shall be capable of counting the number of violations and total through traffic volumes, and record this data on a County-approved data storage device. Traffic volumes must be counted by lane on all monitored lanes.
- 14.6 The camera system shall have the capability to perform internal calibration checks for accuracy and functionality and have the ability to self-diagnose and notify the Contractor's Project Manager when a problem arises.
- 14.7 The camera unit, in conjunction with the detection device, shall calculate vehicle speed prior to the stop bar so that the images shall be taken only when vehicles have entered the detection zone during the red light and are exceeding a user specified minimum speed. The minimum speed shall be adjustable to the nearest mile per hour within a range of 1 to 40 mph. The violation detection system must accommodate accurate speed detection for this purpose. Violation detections systems must be a non-invasive detection system and detect a minimum of 98% of all vehicles. The system must be accurate to +/- 1 MPH for speeds up to 100 MPH. Alternative detection methods may be considered if evidence can be provided that the systems achieve 98% detection and +/- 1 MPH speed accuracy.
- 14.8 The Contractor must guarantee to maintain the proposed equipment, hardware, and software, and provide spare parts, documentation, and support services for the lease of the product, including the timely incorporation of all engineering changes. The Contractor must also guarantee that all components of the system, which might be capable of corruption by virus, are virus-free and protection mechanisms are provided.

- 14.9 The Contractor must supply the County with an interface document describing the type, size, location, and medium of transfer for data to the processing center.
 - 14.10 The Contractor must be able to provide video clip showing the red light violation as it takes place. The clip must show the vehicle approaching the signal, show the signal, the stop bar and the vehicle proceeding through the red signal. This video clip must include a data bar which includes at minimum, the date, time location, speed of vehicle, amber time, red time.
 - 14.11 A remote connection must be available for the County to view the live video from each camera site in a “view only” capability.
 - 14.12 Only the County shall decide if a citation is to be issued.
 - 14.13 During red light camera/system upgrades and the establishment of new enforcement locations (intersections) the Contractor solution shall include connectivity to the County’s fiber optic InterCounty Broadband Network (ICBN) if the proposed photo enforcement unit is within 100 ft. of existing or future County fiber. The Contractor is required to mount a Ciena 3931 Service Delivery Switch and electric power on each photo enforcement unit that is currently within 100 ft. or may be in the future. The County reserves the right to utilize 3 of the 4 ports on the Ciena device and will require the Contractor to connect to the 4th port to transmit video to the County for incident response and other County purposes. The County will permit the Contractor to transmit video to their own location over the ICBN for photo enforcement purposes. The County reserves the right to mount additional equipment on photo enforcement units (poles) at its discretion after notification to the Contractor; the Contractor is required to supply power. The proposed solution shall include photo enforcement units capable of collecting license plate information and transmitting such information to the County at the time of capture. It is permissible to utilize the ICBN to transmit license plate recognition data to County. When fiber optic connection is required, the County will negotiate a contract addendum with the Contractor. The County reserves the right issue a separate RFP for this project if an acceptable addendum cannot be reached.
- 15 VIOLATION PROCESSING - RED LIGHT ENFORCEMENT: Violation processing consists of back office employees, digital images provided by the Contractor and viewing these digital images provided by the Contractor on a computer monitor with appropriate web-based software. Back office employees make a preliminary decision if the image meets County defined violation criteria and if so, shall input violation criteria into/onto a violation record that shall incorporate the violation images. The cameras shall provide two high-resolution color images of the rear of the vehicle committing the red light violation in addition to the traffic signal heads (in red phase), the stop bar, and other pertinent information to substantiate a red light violation. The violating vehicle must trigger the first image. A third image shall be taken of the registration plate. It may be in color or monochrome although monochrome is desirable. The County also desires a system that can provide multiple tag shots to choose from. County personnel, working at a separate workstation, view the violation images via an acceptable web-based program, and make a final decision if a citation shall be issued.
- 16 SUPPLIES – RED LIGHT ENFORCEMENT:
- 16.1 The Contractor shall supply the County with approved data storage devices, of sufficient number and capacity to ensure no traffic volume or violation data loss from operational camera sites. The County may approve a system of recording this data in lieu of data storage devices.
 - 16.2 The Contractor shall provide the County with approved data storage devices containing untouched violation images as part of the digital image security process if this is part of the County approved system to ensure the integrity of digital images.
 - 16.3 The Contractor must supply within 15 calendar days of contract execution, a desktop scanner, similar to or of better quality of a Canon Image Formula DR-6010C, capable of scanning documents into the appropriate citation tracking system to be installed in the RAEC.
- 17 SERVICES – RED LIGHT ENFORCEMENT:

- 17.1 The Contractor shall provide all field service for the red light digital camera systems, to ensure that images are received by the back office or the RAEC within three to 5 days of each violation.
- 17.2 The Contractor shall ensure continuous operation of all cameras by providing on-going routine service and maintenance. For each camera, Contractor shall ensure uninterrupted service for 365 days per year. A maximum of 8 days downtime for the system shall be allowed for circumstances beyond the Contractors control subject to approval by the County. A maximum of 2 hours per site is acceptable for system maintenance.
- 17.3 The Contractor shall submit approved data storage media containing untouched violation images if this is part of the County approved digital image security process. Any data, including image files belong to the County as evidence. The County must have access to these files at all times. All images taken, regardless of whether or not they become violations, shall be available in the database although they may be stored separately from the approved violations. These images must be available sequentially. Destruction of these images shall be in accordance with the County evidence protocol.
- 17.4 County-approved digital storage devices shall be changed with sufficient frequency to avoid the loss of any data. All changes shall be appropriately logged as approved by the County. The Contractor must adopt a schedule of backing up data that is acceptable to the County.
- 17.5 The Contractor shall supply ongoing technical support and the Contractor shall respond to a County call for emergency service within three hours, in addition to normal maintenance performed at pre-determined intervals.
- 17.6 Contractor shall provide a maintenance plan that provides routine maintenance and checks for all camera sites at pre-determined intervals. This maintenance is in addition to routine service and shall be at no cost to the County.
- 17.7 The Contractor's web interface shall fully function with at least two, preferably more, of the following web browsers: Internet Explorer, Google Chrome, Mozilla Firefox.
- 17.8 The system shall be capable of generating a printable format of the Traffic Control/Parking Fine Flag Release Form (VR-119), a Maryland MVA designated form.
- 17.9 The system shall allow for direct fax of the VR-119 from the desktop computer and the Contractor's software to the Maryland MVA once payment has been verified by the County.
- 18 **LIQUIDATED DAMAGES – RED LIGHT ENFORCEMENT:** Damages sustained as a result of failure to capture images or to process acceptable images in a timely fashion are not capable of being exactly ascertained. Liquidated damages are established for this contract using the dollar value of an issued citation, an estimated collection rate of 75%, and considering the intangible damage sustained by the program.
 - 18.1 If the Contractor fails to meet the time requirement specified in Paragraph 16.1 and/or 16.2, the County shall make reasonable efforts to issue citations as appropriate within the 14 day legal limit to avoid the imposition of liquidated damages. For each citation that cannot be mailed within 14 days after the violation because the Contractor fails to meet the requirements of Paragraph 16.1 or 16.2, the Contractor shall pay the County as liquidated damages, \$56.25 (fifty six dollars and twenty five cents). If the back office Contractor is also untimely in processing images, the Contractor shall pay 50% of the liquidated damages.
 - 18.2 For each day the Contractor fails to meet requirements or fails to deliver images for a particular camera, the Contractor shall pay the County as liquidated damages \$56.25 (fifty six dollars and twenty five cents) multiplied by the average number of citations issued per day, for that camera, during the 30 days the camera was in operation immediately before the missed day.

- 18.3 The Contractor shall pay Liquidated Damages at \$250.00 (two hundred and fifty dollars) per day for any report, correspondence, letter, citation, or citation related notice modification/change not made in the specific time period.
- 18.4 Liquidated damages shall not be assessed in the following situations:
- 18.4.1 A traffic accident, vandalism, or weather that significantly damages the camera's outer housing and/or the pole. In the event that a pole is removed or damaged beyond repair, the Contractor agrees to re-install an operable camera at that site within seven days after the County has replaced the damaged infrastructure. Contractor shall supply and install a new pole, transformer base, and/or anchor bolts as needed.
 - 18.4.2 The cause of the camera failure to shoot photographs or capture images is beyond the Contractor's control (for example, if a camera operation was damaged or interrupted by roadwork).
 - 18.4.3 Failure due to any lack of stop bar visibility; change in traffic light height, sagging tree branch, or other County/State controlled item related to citation issuance, unless the County/State has cured the problem.
 - 18.4.4 Severe weather, such as heavy fog, heavy rain, or heavy snow obliterating the image.
 - 18.4.5 Image exposure is compromised due to sunrise/sunset.
- 19 BACKGROUND - SPEED ENFORCEMENT: The County proposes to continue to operate and manage a School Zone Automated Speed Enforcement Camera Program as an effective method of gaining road safety by lowering vehicle speeds in school zones. The County has one partner, Charles County, in the Speed Enforcement Camera Program. Automobile collisions caused by higher vehicle speeds are one of the leading causes of personal injury collisions and are often catastrophic in terms of personal injury as well as property damage. Traditional enforcement methods are ineffective for a variety of reasons. Officers can only stop one violator at a time and enforcement in many situations occurs during the busiest times of the day, taking officers away from other duties and calls. Additionally, with over 70 schools in the County, it is impossible to position officers effectively during high volume times.
- 19.1 The Speed Enforcement Camera Program shall combine vehicle detection technology and digital image technology with a complete program for supplying, installing, and maintaining the cameras with a back office violation processing service able to review images, access and/or interface with the Maryland MVA to obtain motor vehicle registration data, perform quality control, print and mail notices, perform field maintenance and repair services, conduct retraining of employees, provide public awareness and provide adjudication management. The proposed back office system must be accessible on the internet by any approved user via a personal computer, an internet connection, a web browser, and security authorization.
 - 19.2 The County currently has a Speed Enforcement Camera Program. Due to the success of its implementation and operation, the County requires a speed detection and enforcement camera system that mirrors this success.
 - 19.3 The County desires a LASER/LIDAR based system.
- 20 CONTRACTORS REQUIREMENTS – SPEED ENFORCEMENT: The Program shall mirror the current speed camera system utilized by the County. The speed camera system operates as follows:
- 20.1 Two color, digital images are produced from the cameras.
 - 20.2 The registration number and state are identified and an initial review of the violation is completed.
 - 20.3 All citations are issued a citation number consisting of "55" followed by a sequential number as required by the District Court. The back office employees have a program in which they link to the Maryland MVA and obtain registration information

- 20.4 County employees perform the initial, the final review and subsequent approval of the Speed Camera Program Citations. Once the citations are reviewed and approved, the County Sworn Police Officer's name and ID number are electronically inserted into the citation and the citations are printed and mailed on the same day by the back office Contractor. According to Maryland law, the approved citations must be mailed out within 14 days of the violation.
- 20.5 Payments and correspondence regarding speed camera violations are received and processed through the County's lockbox company. The County's lockbox company, Merkle, then prepares all payments for deposit to the bank and places a payment file of all monies received on their file transfer protocol (FTP) site which the back office uploads every day to credit the citations paid the previous day. Credit Card transactions via the web can be made through Govolution. Walk-In transactions are handled by the Howard County Office of Finance.
- 20.6 The County has preset days for Speed Camera Court and shall provide the Contractor with those dates. The Contractor shall assign these court dates to citizens contesting their citations. These court dates are mailed to the citizen 30 days in advanced of the court date. The Contractor shall put the court documents together and provide copies for the County and the Court 16 days prior to the court date.
- 20.7 The County and the Contractor shall establish Business Rules for the operation of this program. The County may modify those Business Rules on as needed basis with no costs being incurred by the County. The Business Rules shall not be altered by the Contractor without written authorization of the County.
- 20.8 The Contractor shall include in their monthly price proposal the prices for supplies necessary for printing and mailing citations, including but not limited to; envelopes, paper, and postage.
- 20.9 The Contractor shall include in their monthly price proposal any additional prices resulting from out-of-state registrations.
- 21 TECHNICAL SPECIFICATIONS – SPEED ENFORCEMENT:
- 21.1 The Contractor shall supply appropriate supplies and services including:
- 21.1.1 Two vehicles which shall house the mobile system:
- 21.1.1.1 The vehicles shall have a small footprint, state-of-the-art low emission technology, and utilize the latest fuel saving technology, but be compatible with the County fueling system and be mutually agreed upon by the County and Contractor prior to acceptance by the County. They must be equipped in a fashion similar to the current configuration.
- 21.1.1.2 The Contractor bears all maintenance and operational costs, including any vehicle markings desired by the County, except for fuel.
- 21.1.1.3 The Contractor shall provide a replacement/spare vehicle with operational speed detection camera equipment anytime the "regular" vehicle is out of service for maintenance for more than 18 hours.
- 21.1.1.4 The platform vehicles must be equipped with an outside video surveillance system capable of monitoring 360 degrees around the platform vehicle. This system must have an automatic recording capability which saves the recording for a minimum of 14 (fourteen) days before being overwritten. The system must include the ability of real time monitoring from within the vehicle.

21.1.1.5 The County reserves the right to increase or decrease the number of mobile systems it operates. The County shall provide a 30 day written notice of its plans to increase or decrease system numbers.

21.1.2 Portable Camera Units (PCU):

21.1.2.1 A minimum of two PCU.

21.1.2.2 The Contractor shall provide the cabinet, complete detection system, batteries, and secure modem.

21.1.2.3 The Contractor is responsible for constructing the support pad for the PCU, to include any necessary drawings, permits.

21.1.2.4 The Contractor is responsible for moving the cabinets weekly, for installing and completing the initial detection system setup and for maintaining the cabinets. The Contractor is responsible for battery replacement as necessary during the week.

21.1.2.5 The County shall provide the Contractor a location schedule for cabinet and detection system placement.

21.1.2.6 The County will select the sites for PCU operations with input from the Contractor for their exact placement.

21.1.2.7 The County may increase/decrease the number of PCUs it operates. The Contractor upon notification shall provide for additional detection instruments with 30 days of notification.

21.1.2.8 Site diagrams of all locations where PCU pads are installed.

21.1.2.9 If the County decides to change a PCU location site, the Contractor will be responsible for all costs associated with the selection and marking of a new site.

21.1.3 The Contractor shall provide a browser-based system that will allow for the viewing of all citations and payment of citations. A secure payment and validity check shall be included.

21.1.4 The Contractor shall provide two advanced warning signs at each school zone roadway, as specified by Maryland State Highway Administration (SHA). The Contractor is responsible for providing and installing the signs unless the County or SHA agrees to perform the installation work. The Contractor will supply all replacement signage as needed and as required by State and Local Legislation within 30days of the replacement request.

21.1.5 The Contractor shall provide three full service workstations to be located within the current offices of the RAEC. These workstations must be capable of performing all processes involved with the approval and issuance of automated speed detection civil citations. These computers must meet County specifications.

21.1.6 The Contractor shall provide a medium to transfer color images from the cameras to the RAEC Center located at 9250 Bendix Road, Columbia, Maryland 21045.

21.1.7 The Contractor shall provide regular, scheduled, and emergency maintenance of the transmission system

21.1.8 The Contractor shall provide the County with an approved security solution to safeguard image security.

- 21.1.9 The Contractor shall provide comprehensive documentation on system operation.
- 21.1.10 The Contractor shall provide expert testimony, at the request of the RAEC, at all contested court hearings until judicial notice is taken.
- 21.2 The County will provide the following services:
 - 21.2.1 Identify locations for speed detection enforcement for mobile and PCU operations
 - 21.2.2 If available, a GIS photograph of the roadway with the general site area clearly marked.
 - 21.2.3 Indoor office space at RAEC. The County shall supply all HVAC, maintenance, and janitorial services at the offices. Contractor will have access to the RAEC to include conference rooms, etc. for employees who successfully complete HCPD background investigations. The Contractor shall adhere to the County's holiday schedule. There is no access to the RAEC or the Dorsey building during County holidays or when the building is closed due to weather or other emergencies. Access shall be authorized for emergency repairs to the Contractor's equipment.
 - 21.2.4 Administrative and management services for the RAEC to include, but not be limited to, evidence controls and operational oversight
- 21.3 Violation processing consists of back office employees processing the digital images provided by the speed detection system operators and viewing these digital images on a computer monitor with appropriate web-based software. Back office employees make a preliminary decision if the image meets County defined violation criteria and if so, shall input violation criteria into/onto a violation record that shall incorporate the violation images. The cameras shall provide two high-resolution color images of the rear of the vehicle committing the speed violation in addition to the reference points established by the Contractor. The violating vehicle must trigger the first image. A third image may be taken of the registration plate or a cropping of the registration plate from one of the photos is acceptable. Preference may be given to a system that can provide multiple tag shots to choose from. County personnel, working at a separate workstation, view the violation images via an acceptable web-based program, and make a final decision if a citation shall be issued.
- 21.4 Images shall be in formats compatible with the back office system. Acceptable formats are JPG, BMP, GIF, or other County approved equal. Please note that any graphical formats that embed a text stream are not acceptable. Contractors shall indicate the format, which produces the optimum balance of high quality and small file size from their cameras in their proposals.
- 21.5 Contractors shall perform an initial setup and optimize cameras at all PCU locations identified by the County (or partner jurisdiction) for 14 hour violation capture (6:00 AM – 8:00 PM). These cameras shall have the ability to accurately detect speed violators 14 hours per day, during inclement weather and during times that the sunlight is pointing in the direction of the camera and /or possibly obscuring the reference mark.
- 21.6 The Contractor shall align and position cameras with appropriate focal lenses to maximize the number of speeding violations that can be photographed while minimizing potential obstructions to view (e.g. vehicle out of focus, out of range, data bar blocking critical violation elements, etc.).
- 21.7 The Contractor shall be responsible for all costs associated with the construction and installation of PCU pads, platform vehicles and any other work associated with digital speed detection camera systems.
- 21.8 Each camera shall be capable of identifying vehicles traveling on a specified roadway and taking photographs of the rear view of each vehicle violating a preset speed limit variance.
 - 21.8.1 Each detection system shall be capable of recording violations by the camera unit at all times of the day, during all seasons of the year and under varying conditions of sunlight and shadowing, night time and weather.

21.8.2 Photographs shall incorporate the following views:

- 21.8.2.1 Back view of the violating vehicle.
- 21.8.2.2 Clear view of the reference mark.
- 21.8.2.3 Characters and numbers on reflective and non-reflective license plates.
- 21.8.2.4 Superimposed data bar.

- 21.9 Each system shall be fully suitable and functional under all weather conditions.
- 21.10 The Contractor shall supply the County with approved data storage devices, of sufficient number and capacity to ensure no traffic volume or violation data loss from operational camera sites. The County may approve a system of recording this data in lieu of data storage devices.
- 21.11 The Contractor shall provide County approved data storage devices containing untouched violation images as part of the digital image security process if this is part of the County approved system to ensure the integrity of digital images.
- 21.12 The Contractor shall provide all field service for the speed camera digital systems, to ensure that images are received by the RAEC within three to five days of each violation.
- 21.13 The Contractor shall ensure continuous operation of all cameras by providing on-going routine service and maintenance. For each camera, the Contractor shall ensure uninterrupted service as required by the County. The County shall allow approximately two hours per month for routine maintenance. A maximum of eight days of downtime shall be permissible for circumstances beyond the Contractor's control, subject to approval by the County.
- 21.14 The Contractor shall submit approved data storage media containing untouched violation images if this is part of the County-approved digital image security process. Any data, including image files are property of the County, as evidence. The County must have access to these files at all times. All images taken, regardless of whether or not they become violations shall be available in the database although they may be stored separately from the approved violations. These images must be available sequentially. Destruction of these images shall be in accordance with the County evidence protocol.
- 21.15 County-approved digital storage devices shall be changed with sufficient frequency to avoid the loss of any data. All changes shall be appropriately logged as approved by the County. The Contractor must adopt a schedule of backing up data that is acceptable to the County.
- 21.16 The Contractor shall supply ongoing technical support and the Contractor shall respond to a County call for emergency service within three hours in addition to normal maintenance performed at pre-determined intervals.
- 21.17 The Contractor shall provide a maintenance plan that provides routine maintenance and checks for all camera sites at pre-determined intervals. This maintenance is in addition to routine service and shall be at no cost to the County.
- 21.18 The Contractor's web interface shall fully function with at least two, preferably more, of the following web browsers: Internet Explorer, Google Chrome, Mozilla Firefox.
- 22 **EQUIPMENT STANDARDS - SPEED ENFORCEMENT:** The Contractor shall provide speed detection and enforcement systems in accordance with the following standards:
- 22.1 Each camera system shall be equipped to detect a violating vehicle, activate the camera system, and produce color images of the rear of the vehicle. Digital camera technology is required. The County realizes the benefits of using a high-resolution camera and requires a camera system that is 4 megapixels or greater.
- 22.2 Each system must be capable of clearly photographing and recording the rear of the vehicles so as to clearly identify the rear license plate of the vehicle that is reasonably believed to have been violating the posted speed limit.

- 22.3 Each system must be capable of consistently photographing license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.
- 22.4 Each system shall be capable of accurately monitoring up to four traffic lanes at once.
- 22.5 Cameras shall have the ability to operate effectively during periods of nighttime operation and all weather conditions, including extreme heat and cold, fog, rain and high humidity, etc.
- 22.6 The system must account for all lighting conditions at all enforcement locations. Further, the system must operate to the County's satisfaction under any lighting condition.
- 22.7 The system must provide sufficient illumination in order to accurately capture the vehicle registration information, reasonable vehicle description, and other environmental/intersection descriptors.
- 22.8 From point of data capture, all violation images must be capable of secure storage and transmission and capable of maintaining a secure chain of evidence. Contractors shall briefly describe their approach to maintaining security of evidence.
- 22.9 The system must be able to provide digital images in a format approved by the County. These acceptable formats include JPG, BMP, GIF or other County approved equal. Please note that any graphical formats that embed a text stream are not acceptable. Contractors shall indicate the format, which produces the optimum balance of high quality and small file size in their proposal. Systems that offer an additional video option shall be given further consideration
- 22.10 Cameras and Images:
 - 22.10.1 The camera housing cabinet shall be designed in a manner to ensure system operation under an ambient temperature range of -10 degrees Fahrenheit to 122 degrees Fahrenheit and an outside humidity of 100%.
 - 22.10.2 The camera housing shall contain a system, which must automatically activate to reduce any fogging on the windows, which may obstruct the view of the camera.
 - 22.10.3 The camera enclosures must be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard.
 - 22.10.4 The Contractor shall provide a system based on the use of digital cameras that record images on magnetic media. Wet film images shall not be considered.
 - 22.10.5 The camera unit shall consist of the camera, non-invasive, aboveground detection system, and associated electronics. Portable Cabinet Units must be battery powered.
 - 22.10.6 The cameras shall provide two high-resolution color images of the rear of the vehicle committing the speeding violation in addition to other pertinent information to substantiate a speed violation. The violating vehicle must trigger the first image. A third image of the registration plate must be available for use. Preference may be given to a system that can provide multiple tag shots to choose from.
 - 22.10.7 The operation of the camera shall be microprocessor controlled and fully automatic; it shall incorporate sufficient shutter speed, sensitivity to ambient light to provide adequate illumination and effective stopping power to record sharp, well-defined and well-illuminated images, resulting in the maximum number of recordable violations. The cameras system shall incorporate the following features:
 - 22.10.7.1 Initial shutter release (A shot) triggered by violating vehicle activation of the detection system.

- 22.10.7.2 Auto aperture is desired over the widest possible lighting conditions from dimmest to brightest, where dimmest shall be lighting at night without street lights or moonlight of a black vehicle on a black road surface and brightest shall be full sunlight reflecting off a white vehicle surrounded by snow to increase the contrast.
- 22.10.7.3 The system should be able to use existing ambient lighting (natural or artificial) to photograph violations and tag shots under low light or night conditions. A flash-free system is desirable. The camera should offer light sensitivity to ambient light that can provide night and low light images with standard street lighting so a flash is not necessary. The lighting should be sufficient to illuminate all images taken for the violation from 6:00 a.m. to 8:00 p.m. regardless of the season. A traditional flash that is often startling to other drives on the road is acceptable, but alternatives are welcome.
- 22.10.7.4 After capturing an image, the system shall be capable of capturing another image within 0.2 seconds.
- 22.10.8 Camera Data Bar: Each violation photograph shall contain a clear and legible data bar on the image, preferably white or yellow block lettering on a black background. The data bar shall be positioned to avoid masking critical violation elements. The designed data elements are necessary on all three of the photographs used for each violation. The Data Bar shall contain the following data information for each image:
 - 22.10.8.1 Date (MM/DD/YYYY)
 - 22.10.8.2 Time (24-hour clock)
 - 22.10.8.3 Location code
 - 22.10.8.4 Lane number and travel direction in which the violation occurred
 - 22.10.8.5 Vehicle speed in MPH
 - 22.10.8.6 Posted speed limit
 - 22.10.8.7 Photo number sequence
- 22.10.9 Auto data recording onto the image in a Data Bar within 0.05 seconds of the actual exposure with all related data violation images shall be encrypted at the point of capture to ensure the security of primary evidence to a County approved level security.
- 22.10.10 The proposed system must encrypt all images and violation data together at the time of issuance. It is unacceptable to match electronically, violation images after issuance, to maintain an unbroken chain of custody for evidence. The Contractor must detail the system's encryption specifications.
- 22.10.11 All violation images shall be in color or as otherwise approved by the County. The County prefers that the registration plate image be in monochrome. Violation images should be saved in 24 bit color at a high enough resolution to allow for the easy recognition of the violation when displayed on a standard color monitor with an on-screen image size no greater than 5" x 9" or less than 3" x 4". Image resolution of 768 x 576 or higher is preferred. Both images must clearly show the reference mark. Images must be saved in a universally acceptable format (i.e. jpg, bmp, gif, tiff, or other County approved equal) and saved at a resolution of no less than 600 PPI. Examples of current requirements for digital images are described below.
- 22.10.12 Images provided by a Contractor that exceed these requirements are acceptable, provided they are compatible with our citation-processing Contractor. Example of Current Image Resolution:
 - 22.10.12.1 Scene Tripped Image: 768 x 576 pixels
 - 22.10.12.2 Scene Time Image: 768 x 576 pixels
 - 22.10.12.3 Plate Images: 640 x 480
 - 22.10.12.4 All images stored in 24-bit color

- 22.10.12.5 JPEG file format
- 22.10.13 All images for one day and for one location are stored in an electronic folder, with the folder name in the format of XXX_MMDDYYYY where XXX denotes the location/site code and MMDDYYYY denotes the incident date.
- 22.10.14 The camera unit shall be portable and easily removable from the vehicle or PCU cabinet. Camera units shall be interchangeable as to allow easy relocation to other vehicles or PCU cabinets as necessary.
- 22.10.15 The camera unit shall provide a display of the current day, date and time in 24 hour military time so it can be easily verified as functioning and correct. At a minimum, the system clock should maintain the correct time to within 10 (ten) seconds. Service personnel should be able to easily set the time and date at the camera site. The system shall also be capable of remote adjustment of date and time (24 hour military time) and remote verification of same.
- 22.10.16 The camera lenses shall be interchangeable. Depending on the location, it may be necessary to use lenses ranging from 42 degrees to 23 degrees. Variable focal length lenses of adequate resolving power shall be acceptable.
- 22.10.17 The camera unit shall allow for on-site adjustment of camera activation. At a minimum, on-site adjustment shall allow for:
 - 22.10.17.1 Distance intervals between the images taken by the camera.
 - 22.10.17.2 Adjustment of monitoring zone size.
 - 22.10.17.3 User to specify the time or distance interval between the first and second violation image.
 - 22.10.17.4 The date, day, and time.
 - 22.10.17.5 The minimum vehicle speed needed to activate camera in 1 MPH increment, from 25 to 188 MPH.
- 22.11 The camera unit shall be designed so that malfunctions can be easily identified and corrected. The unit shall:
 - 22.11.1 Be capable of performing a self-test on the camera unit. The self-test must be able to be monitored by the personnel operating the system
 - 22.11.2 Simulate a violation being recorded for testing.
 - 22.11.3 Provide an error signal and message for selected malfunctions.
 - 22.11.4 Automatically record date and time of camera shutdown in the event of malfunction. The violation detection system must accommodate accurate speed detection for this purpose, and must be a non-invasive detection system to detect a minimum of 99% of all vehicles.
 - 22.11.5 Possess the capability to accurately detect and record vehicle violation speeds at an accuracy of +/- 1 mph for recorded speed up to 188 MPH.
- 22.12 The system server shall be located at the RAEC or a location mutually agreed upon by the Contractor and the County. The Contractor must describe specific communication requirements for transmitting images back to the RAEC. The Contractor is responsible for data

communications for digital images, from cameras to the RAEC, and shall include cost of installing and operating any communications circuits for data transmission, monitoring, or control.

- 22.13 The Contractor is responsible for maintenance of the communication facilities and related equipment.
- 22.14 The cost to establish the communication facilities shall be paid for by the Contractor.
- 22.15 The Contractor must provide detailed description of method used to ensure image integrity. The Contractor may submit more than one security option and describe the impact each option would have on the proposed cost, if any.
- 22.16 The Contractor must store untouched violation images for a minimum of 18 months. Violation images from cases that are being appealed must be held until that case is finally adjudicated. Any data storage device(s) used to store violation images, including images themselves, must be destroyed within the County evidence destruction protocol.
- 22.17 The system shall be capable of performing a self-test on location. Self-testing shall be recorded in the background software. Designated data elements are only necessary on one of the two photographs taken for each self-test if the self-test consists of two photographs. At a minimum, the data recorded on the self-test shall include the following:
 - 22.17.1 Date (MM/DD/YYYY).
 - 22.17.2 Time (24 hour clock).
 - 22.17.3 The designation of test mode operation.
 - 22.17.4 Lane and direction of test.
 - 22.17.5 Time or distance interval for the second photo image selected.
 - 22.17.6 Location code.

23 DETECTION - SPEED ENFORCEMENT:

- 23.1 The violation detection system must accommodate accurate speed detection for its purpose. The violation detection system must be an above ground, non-invasive detection system and detect a minimum of 99% of all vehicles. The system must be accurate to +/- 1 mph for speeds up to 188mph or have a similar accuracy rating. Alternate detection methods may be considered if evidence can be provided that the systems achieve 99% detection and +/- 1 mph, however inductive detector loops shall not be considered.
- 23.2 The Contractor shall submit third party test data validating the accuracy and statistical reliability of the detection method when used as intended. Third party testing must take place annually at no cost to the County.
- 23.3 The Contractor shall submit method and required frequency of calibration of the detection method.
- 23.4 The County desires that the detection instrument be capable of performing an external calibration test. An internal self-test shall be required at the start/end of each deployment and on hourly increments. Calibration shall include the serial number of the speed detection unit being tested.
- 23.5 The Contractor shall detail how the system compensates for the effects of license plate covers and the effects of reflective materials on the license plates.

24 SYSTEM OPERATIONS - SPEED ENFORCEMENT:

- 24.1 Mobile speed camera systems shall be capable of accurately measuring speeds and recording clear images of vehicles departing the camera.
- 24.2 Each mobile speed camera system shall be capable of gathering detailed computer data for statistical analysis.

- 24.3 Detection units shall be capable of recording speeds within a tolerance of plus or minus one mile per hour of the actual speed of a target vehicle or an equivalent accuracy.
- 24.4 Each unit shall be equipped with a computer interface.
- 24.5 Each detection instrument must operate using the latest LIDAR/LASER technology available.
- 24.6 Each detection instrument must be capable of being deployed in a vehicle, or Portable Camera Unit (PCU) cabinet and must be interchangeable.
- 24.7 The vehicle platform must be equipped with the computer technology that enables the operator to view, accept, and validate data in the same manner in which the in-house workstations operate.
- 24.8 If a Vehicle is utilized, it shall have the following as a minimum requirement:
 - 24.8.1 Current Maryland registration and emissions stickers, if required.
 - 24.8.2 Computer interface for transferring images to the Contractor location for initial review.
 - 24.8.3 Required equipment for speed capture and photo imaging of violators.
- 24.9 The Contractor shall be responsible for all repairs, maintenance, registration and licensing, insurance, etc. required to operate each vehicle. The County shall provide the means for fueling.
- 24.10 The County shall provide an operator for each mobile speed camera unit. The County shall take the necessary measures to ensure that employees involved with the operation of the mobile speed camera unit(s) have an acceptable motor vehicle driving record.
- 24.11 The camera system shall be capable of accurately monitoring several traffic lanes for speed violators concurrently, and must have the ability to capture multiple speed violators simultaneously. The system shall be capable of monitoring no less than 24 violations per minute.
- 24.12 The camera unit shall be capable of counting the number of violations and record this data on County approved data storage devices. Traffic violations must be counted by lane on all monitored lanes.
- 24.13 A minimum of two photographs or images shall be taken for each violation recorded by the system. The first photograph or image shall be taken of the vehicle as the vehicle passes the mobile platform vehicle, and shall be triggered by the violating vehicle. The second photograph or image shall be taken as the vehicle continues to pull away from the mobile platform. A third image may be taken between the two above listed photographs and it shall be exclusively of the registration plate. However, this plate image may be may be cropped from either of the other two images. It would be preferable to offer a choice of two tag shots in case part of the tag is cut off.
- 24.14 The camera system shall have the capability to perform internal calibration checks for accuracy and functionality and have the ability to self-diagnose and notify the in-vehicle system operator when a problem arises. The system needs the capability to record and document all internal calibration checks, accuracy and functionality checks to include failures of the system.
- 24.15 The camera unit, in conjunction with the detection device, shall calculate vehicle speed so that the images shall be taken only when vehicles have entered the detection zone and are exceeding a user specified minimum speed. The minimum speed shall be adjustable to the nearest mile per hour within a range of 10 to 188MPH. The violation detection system must accommodate accurate speed detection for this purpose. Violation detections systems must be a non-invasive detection system and detect a minimum of 99% of all vehicles. The system must be accurate to +/- 1 MPH for speeds up to 188 MPH or an equivalent accuracy. Alternative detection methods may be considered if evidence can be provided that the systems achieve 99% detection and +/- 1 MPH speed accuracy.
- 24.16 In addition to the above, the Contractor must guarantee to maintain the proposed equipment, hardware, and software, and provide spare parts, documentation, and support services for the lease of the product, including the timely incorporation of all engineering changes. The Contractor must also guarantee that all components of the system, which might be capable of corruption by virus, are virus-free and protection mechanisms are provided.

- 24.17 The Contractor must supply the County with an interface document describing the type, size, location, and medium of transfer for data to the processing center.
 - 24.18 The County shall select the enforcement locations, set the enforcement schedule. Only the County shall decide if a citation is to be issued.
 - 24.19 From point of data capture, all violation images must be capable of secure storage and transmission and capable of maintaining a secure chain of evidence. Contractors shall briefly describe their approach to maintaining security of evidence.
 - 24.20 The system shall be accessible, via the internet, by authorized users with the appropriate County authorized security and be capable of providing separate and distinct levels of user rights including read only as well as full enter, delete authorizations; i.e. User, Supervisor, Manager.
 - 24.21 The system shall allow for County supervisor quality control and review of all Contractor actions to include voids and overrides. The data provided shall include the individual of each Contractor personnel involved in processing and review.
 - 24.22 The system shall be capable of generating custom, user defined; Ad Hoc reports that include but are not limited to financial reports, violation reports, camera performance and maintenance reports. Changes, additions, to existing reports shall be completed within 2 weeks of the written notification at no cost to the County. New reports shall be completed within 4 weeks at no cost to the County.
 - 24.23 The system shall be capable of generating a printable format of the Traffic Control/Parking Fine Flag Release Form (VR-119), a Maryland MVA designated form. The system shall allow for direct fax of the VR-119 from the desktop computer and the Contractor's software to the Maryland MVA once payment has been verified by the County.
 - 24.24 The system shall be capable of generating an electronic file of registration plate flagging, flag releases, suspension and suspension removal notices to Maryland MVA, in a Maryland MVA specified format.
 - 24.25 The system shall be capable of assisting with the collection of payment of the fines imposed under the speed camera program including generating notices identifying the violation, follow-up notices, and flagging registrations. The system must be capable of automatically waiving a portion or all of assessed penalties at the County's direction. The Contractor shall generate collection reports, be flexible enough to allow processing of additional penalties, violations by tag as well as citation number, and capable of establishing and tracking a County approved payment plan for the violator.
 - 24.26 The system shall provide statistical reports that contain information for events occurring within 72 hours of the event.
 - 24.27 The system shall be accessible by approved County personnel both on and off-site.
 - 24.28 The system shall track all correspondence electronically from payment to inquiry from violators.
 - 24.29 The system shall assign a distinctive "case" number to each event.
 - 24.30 The system shall provide a full reporting module specific to the performance of the camera system.
 - 24.31 The system shall encrypt violation images and data to ensure security of primary evidence.
 - 24.32 The system shall allow scanned documents to be attached to violation/citation files with the ability to review and print them at any time.
 - 24.33 The system must have a mechanism to allow notes to be written/recorded and attached to any violation/citation file. This system must have a spell check feature.
- 25 VIOLATION PROCESSING - SPEED ENFORCEMENT:
- 25.1 The Contractor shall supply appropriate hardware and software in a County facility to process automated enforcement violation images of any nature. The computer system shall produce various notices including citations which include at least three color images or two color images with a monochrome tag shot, send follow-up notices as required, manage and track the billing and payment process, schedule court cases and maintain appropriate data with violation images. The

work shall be performed by a combination of County and Contractor personnel. The software provided by the Contractor must be web-based so multiple users can access it via the internet.

- 25.2 Contractor shall supply appropriate supplies and services, including hardware and software to:
 - 25.2.1 Store and encrypt imported digital images.
 - 25.2.2 View violation images.
 - 25.2.3 Track the specific reasons some images do not result in citations.
 - 25.2.4 Facilitate second review of violation image to verify accurate registration plate entry.
 - 25.2.5 Attach vehicle owner information to violation record.
 - 25.2.6 Print citations with three color images; two of the vehicle and one of the registration plate incorporated into the document.
 - 25.2.7 Track citation payments, late fee payments, underpayments, overpayments, and payments of administrative fees.
 - 25.2.8 Send follow-up notices for late fees, underpayments, overpayments.
 - 25.2.9 Track telephone inquiries and other such contacts with relevant violation information.
- 25.3 The Contractor shall develop and maintain a citation format that has been approved by the County in accordance to Maryland law and approved by the Chief Judge of the District Court to Maryland, at no cost to the County.
- 25.4 The Contractor shall make all changes/modifications to the citation format as required by Maryland law and The District Court of Maryland, at no cost to the County. These changes must be made and implemented within 21 days of written notification from the County.
- 25.5 The Contractor shall make any requested changes to any correspondence related to the program at no charge to the County. These changes must be made within two weeks of the written notification.
- 25.6 Automated software shall interface with and transfer Maryland MVA registration data from the appropriate motor vehicle authority and populate the appropriate date fields in the citation processing software. The software should populate most, if not all of the fields necessary to complete the speed citation.
- 25.7 The system shall maintain all data and all images, including those not approved as citations, as County property. The County requires that all photos taken, including those that do not result in citations, for whatever reason, be available for searching and viewing. RAEC personnel should be able to view all images, both cited and non- cited sequentially.
- 25.8 The Contractor shall supply personnel to process citations, review, print, mail violation images, track payments, and perform other duties.
- 25.9 The Contractor shall provide full time, on-site Project Manager throughout the duration of the contract to provide personnel supervision, project management, and technical coordination.
- 25.10 The system shall provide software that allows County personnel to easily schedule court dates. However, the court scheduling shall be handled by the Contractor unless otherwise noted or changed.
- 25.11 The system shall print court dates.

- 25.12 The system shall print court dockets, to include lists of cases scheduled by date, time, and courtroom number with violator's name, case number, and County representative.
- 25.13 The system shall provide a case disposition sheet that includes docket information, all violation data, defendant's plea, judge's action, final fine amount, judge's signature, and date.
- 25.14 The Contractor shall provide a website that violators can access to pay or view their citations online. This website should be password protected and provide the ability to track if the violation was viewed by offender.
- 25.15 Speed camera violation processing consists of employees viewing at least three digital images provided on a computer monitor with appropriate web-based software. The first two color images are of the vehicle and the third image is a separate image of the registration plate. Employees view images and make a preliminary decision if it meets County defined violation criteria. If the image meets the violation criteria, existing Contractor employees shall input violation data onto a violation record that shall incorporate the violation images. The image of the registration plate taken with a separate camera must be in color.
- 25.16 County personnel, working at a separate workstation, view the violation images and make a final decision if a citation shall be issued.
- 25.17 If the County approves the images and authorizes the citation, Contractor employees shall print and mail the citation. Contractor employees shall track all citation payments and fees, issue late notices, and schedule court dates as required. Contractor employees shall prepare violation records including images of adjudication. Public inquiries shall be tracked with the related violation record. Comments shall be accessible by searching for complainant's name, or violation record. Payments shall be made to a lockbox and account information shall be communicated to the County Department of Finance and electronically to the back office Contractor for automated input.

26 SYSTEM OPERATION REQUIREMENTS - SPEED ENFORCEMENT:

- 26.1 The violation processing system shall consist of all required hardware and software, supplied by the Contractor necessary to process violations as described in this document. The violation processing system shall be web-based with access by the County or its partners gained through the internet. A system that is not web-based shall not be considered.
- 26.2 The Contractor shall be responsible for the purchase and maintenance of a printer sufficient to handle the printing requirements of the County and its partners' citations and subsequent notices.
- 26.3 The Contractor shall provide personnel to view and enter violation data, to include:
 - 26.3.1 The vehicle registration plate numbers and characters.
 - 26.3.2 The state of issue for the vehicle registration plate.
 - 26.3.3 The vehicle registration plate type.
 - 26.3.4 The date of the violation.
 - 26.3.5 The time of the violation.
 - 26.3.6 The location of the violation.
 - 26.3.7 Violator speed.
 - 26.3.8 Speed limit.
- 26.4 The Contractor's employees shall view each image and make a preliminary decision whether it meets the County's criteria to issue a citation or not. All images must be sent through to be examined by County personnel who shall determine if a citation should be issued unless the images being viewed by the Contractor's employees meet specific criteria outlined by the County. If the County criteria are not met, the representative must enter the appropriate County defined explanation code. If the photograph does appear suitable, the Contractor shall prepare the image for County verification.
- 26.5 The County desires a separate registration plate photo, in color.

- 26.6 The Contractor's employees shall obtain registered owner information on identified registration plates through the Maryland MVA or the appropriate out-of-state motor vehicle department, if permitted. The Contractor shall assume the costs associated with this access. The registered owner's information shall then be entered into the system with violation images by software interfaced with the appropriate motor vehicle authority. The software must be able to populate most, if not all, of the fields required for issuance of the speed citation.
- 26.7 The accuracy of data entry by Contractor's employees must result in less than 2% of all entries determined to be "In Error" by County personnel.
- 26.8 The Contractor shall prepare and print citations for all County approved violations. All citations must be in accordance with the Maryland approved format. No variation on this format shall be accepted or considered.
- 26.9 Printed citations shall include three color (or as otherwise stated by the County) digitized violation images of a quality acceptable to the County. The citations shall provide space for the signature of a RAEC employee. The system must be able to automatically import, place, and print the employee's facsimile signature. The first and second color images shall show the vehicle and have the reference mark clearly visible. The third color image shall be of the vehicle's registration plate, clearly readable to the average naked eye. A clear and legible data bar shall appear on the all three photographs containing the information provided by the camera Contractor. The data bar shall be superimposed in a manner not to block key information.
- 26.10 The Contractor shall prepare an adjudication package that consists of all applicable violation and citation data, upon notification of a contested citation. This package shall include all three violation images printed of a size and quality deemed acceptable by the County.
- 26.11 The Contractor shall mail citations with a single County identified insert and a return envelope, envelopes and postage shall be paid for and supplied by the Contractor. The Contractor shall include postage and all mailing costs in their total price proposal. Citations should be mailed the day they are approved.
- 26.12 The Contractor shall process all responses of new liability submitted from the District Court in accordance with Maryland State Law. Contractor shall submit them to the County for approval within five days of notification and re-issue citations to newly identified violators within three days of County approval.
- 26.13 The Contractor shall be capable of sending at least three follow-up notices to delinquent violators in the event of no-response after a County specified time. Follow-up notices shall assess a late fee, motor vehicle registration flag fee, and/or other structured fees. The County shall determine or approve late notice text and layout, and each late notice shall have the capability to be worded differently.
- 26.14 The Contractor shall provide a monthly data file on compact disk or other County approved electronic media listing vehicles that are to be flagged by the appropriate motor vehicle department for non-payment. A "flag" is placed on the registration plate of the violating vehicle and the vehicle owners are unable to renew their tags unless that flag is removed. The format shall be as required by the appropriate motor vehicle department, and shall include status; "A" for add or "D" for delete, vehicle registration number, unique jurisdiction code, and date of registration expiration. The file shall be formatted to allow electronic transfer directly to the appropriate motor vehicle department. In the event that a tag is not accepted by Maryland MVA, the tag must be resent to the Maryland MVA until it is accepted.
- 26.15 The Contractor, at the request of the County, shall provide standard monthly and quarterly management information reports to the County. The Contractor must be able to provide web-based or web-enabled reporting modules. The system shall allow County employees to query the database to access, download, and print information reports. These system reports must be up to date and made available to the County within three days after the data capture. These reports must be easily searchable and available in Microsoft Excel and any other user friendly formats required by the County. These reports shall include but are not limited to:

- 26.15.1 Account overview report.
- 26.15.2 Approver spoils.
- 26.15.3 Citation issuance and rejection by reviewer.
- 26.15.4 Citation issuance and rejection by location.
- 26.15.5 Citation issuance and rejection by reason.
- 26.15.6 Citations by location and day of week.
- 26.15.7 Citations by location and hour of day.
- 26.15.8 Citations by location and week of month.
- 26.15.9 Exception code listing.
- 26.15.10 Reviewer exceptions by location and month.
- 26.15.11 Processing exception/spoil totals by location/reason.
- 26.15.12 Reviewer exceptions by location and reason.
- 26.15.13 Spoil code listing.
- 26.15.14 Spoil after approval.
- 26.15.15 Violation totals.
- 26.15.16 Transferred citations listing.
- 26.15.17 Violation trip time and speed analysis by location.
- 26.15.18 Voided after approval.
- 26.15.19 Camera activity reports.
- 26.15.20 Activity report.
- 26.15.21 Non-issuance report.
- 26.15.22 Employee activity report with corresponding authorized user logons.
- 26.15.23 Metered postage reports.
- 26.15.24 Print totals report.
- 26.15.25 Camera operability reports.
- 26.15.26 Maintenance reports by camera location.
- 26.15.27 Number and list pursuing court option.
- 26.15.28 Court case dispositions.
- 26.15.29 Guilty and not guilty totals by hearing date.
- 26.15.30 Billing and collections.

- 26.15.31 Billing summary report.
- 26.15.32 Daily payment activity report.
- 26.15.33 Daily transaction report.
- 26.15.34 Monthly totals by location.
- 26.15.35 Overpaid citations listing.
- 26.15.36 List of delinquent offenders.
- 26.15.37 Total number and dollar amount of delinquent offenders.
- 26.15.38 Payment reconciliation reports showing payments, underpayments, and overpayments.
- 26.15.39 Payment reports detailing payment types, locations, and receipt information.
- 26.15.40 Report showing totals for all categories of processing to include pending.
- 26.15.41 Rejection report showing each rejected camera event, the rejection code, and the approver who rejected the event.
- 26.15.42 Number and list for violations not processed within required 14 (fourteen) day period.
- 26.15.43 Statistical report of revenue collected or billed by type (fine, late fee).
- 26.15.44 Status of notices reissued.
- 26.16 The Contractor's speed camera system must, at a minimum capture, store and provide archival reporting on the following:
 - 26.16.1 Date of violation event.
 - 26.16.2 Event tracking number.
 - 26.16.3 Time of each violation.
 - 26.16.4 Location of violation.
 - 26.16.5 Average speed of violators.
 - 26.16.6 Highest violator speed per site; weekly, monthly.
 - 26.16.7 Open citations for violators with multiple events.
 - 26.16.8 Report detailing Contractor employee event approval and voidance, by name, for quality control purposes.
 - 26.16.9 Frequent violators report by tag.
 - 26.16.10 Frequent violators report by owner.
- 26.17 All reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. All report searches shall allow for multiple parameter selections (e.g., number of out-of-state violations that also requested court dates, etc.). All reports shall include summary totals and shall be printable.

- 26.17.1 If an existing report needs to be modified the Contractor shall make the changes within 2 weeks. New report development at the request of the County shall be completed within 4 weeks. Report changes and new development shall be completed by the Contractor at no cost to the County.
- 26.17.2 The Contractor shall supply a report that meets or exceeds the information necessary to meet the reporting requirements of Maryland Law 21-809 (k) by October 1 for the preceding Fiscal Year. This report must include:
 - 26.17.2.1 Total number of citations issued.
 - 26.17.2.2 Number of voided erroneous violations for each camera.
 - 26.17.2.3 The activation dates and times of each speed monitoring system for each deployment location.
 - 26.17.2.4 Number of citations issued by each system at each location.
- 26.18 The Contractor shall view the imported digital images and forward them to County personnel for approval as citations, print the citations, and mail the citations from the space provided by the County at the Thomas Dorsey Building located at 9250 Bendix Rd, Columbia, Maryland 21045. Contractor shall include detailed space requirements as part of their proposal.
- 26.19 The Contractor shall provide all hardware and software required for Contractor personnel, including a color printer capable of handling the printing requirements for the County and its partners. Contractor shall provide a server as required and sufficient on-line storage capacity to ensure all violation images can be stored for no less than 18 months. All partners must be able to approve and access all information via a web-based program.
- 26.20 Contractor shall complete all work described within three to five days of the receipt of each image. Each County approved violation notice that cannot be mailed within the fourteen day time period for Maryland registration plates and thirty days for out of state registration plates, as a result of Contractors non-performance, shall result in the assessment of liquidated damages in the amount of \$30.00 (thirty dollars). For each violation notice that could not be issued in situations where images never reached the County within the allotted approval state, the Contractor shall be assessed liquidated damages in the amount \$30.00 (thirty dollars) multiplied by the average number of citations that would have been issued. The average citation issue rate shall be the average of all citations issued at the applicable camera site per day for the prior 30 days that the camera was operational. Liquidated damages of \$30.00 (thirty dollars) are based on the face value of an issued citation of \$40.00 (forty dollars) multiplied by the estimated collection rate of 75%.
- 26.21 The County shall conduct the secondary review and approval of citations. Only the County shall decide if a citation is issued.
- 26.22 The Contractor must supply two workstations for County employees to perform functions as described in this section. Each County workstation must be fully equipped to perform the stated processes. Each station shall include a personal computer.
- 27 SOFTWARE REQUIREMENTS - SPEED ENFORCEMENT:
 - 27.1 The Contractor shall supply a fully internet enabled access operation with secure user login and access control procedures. The software must be user-friendly and comprehensive and based upon a graphic user database. This Internet-enabled operation must be able to do the following:
 - 27.1.1 Decompress, decode, and import at least three high-resolution color images. All violation image resolution must be of a quality acceptable to the County for all on-screen, stored, and printed purposes. The third high-resolution image, which would be of the registration plate, may be in color or monochrome; whichever is acceptable to the County.

- 27.1.2 View and zoom in on user-selected areas (e.g., vehicle tag).
- 27.1.3 The Contractor is only allowed image alterations through their hardware/software for cropping, resolution adjustment, brightness, contrast and gamma image corrections.
- 27.1.4 The Contractor's hardware/software can in no way perform any image alterations other than those explicitly stated in 26.1.3.
- 27.1.5 Print violation data and images in various formats on both color and black & white printers at a quality and speed acceptable to the County. Ability to batch all account owner property screens into one printable document.
- 27.1.6 Export all data and image files in formats acceptable to the County. All information maintained within the violation processing software shall remain property of the County.
- 27.1.7 Standard relational database functions to allow both the Contractor and County personnel to easily enter, access, search, and sort by various parameters including:
 - 27.1.7.1 Specific date of violation or date range.
 - 27.1.7.2 Violation tracking number.
 - 27.1.7.3 Time of violation.
 - 27.1.7.4 Location of violation.
 - 27.1.7.5 Vehicle registration plate information.
 - 27.1.7.6 Registered owner(s) of vehicle
 - 27.1.7.7 Date of notice.
 - 27.1.7.8 Non-processing code(s).
 - 27.1.7.9 Court status.
 - 27.1.7.10 District Court hearing date and time.
- 27.2 The system software must allow web-based access to any authorized user regardless of location.
- 27.3 Each PC client supported by the Contractor shall possess the latest internet access software as approved by the County.
- 27.4 Connectivity shall be determined by connection with "real-time" processing of citations. Real-time shall be determined by averaging at least three locations processing a citation.
- 27.5 The Contractor must supply within 15 calendar days of contract execution, a scanner capable of scanning documents into the appropriate citation tracking system and a new (unused) high-quality picture image color laser printer for printing and reproduction of citations to be installed in the RAEC and other County offices as identified at no additional cost to the County.
- 27.6 These printers must have online access to the Contractor's core violation processing system and allow County personnel to print violation notices remotely. The Contractor shall be responsible for all maintenance and supplies for this printer.
- 27.7 County personnel must be able to review monthly reports and review/update violator account information online. The violation processing system must attach the electronic signature and ID number of the reviewing technician to the actual notice mailed to the violator. The system must allow the County personnel to review all relevant account information to include, at a minimum:
 - 27.7.1 The vehicle registration plate numbers and characters.
 - 27.7.2 The state of issue for the vehicle registration plate.
 - 27.7.3 The date of the violation event.
 - 27.7.4 The time of the violation event.
 - 27.7.5 The location of the violation event.
 - 27.7.6 All three digitized images demonstrating the violation and tag close-up.
 - 27.7.7 Payment status.

- 27.7.8 Hearing status.
 - 27.7.9 Flagging status.
 - 27.7.10 Correspondence tracking.
 - 27.7.11 Standardized monthly reports; must have ability to review and print reports
 - 27.7.12 Collection status.
 - 27.7.13 The system must allow for “note” entry from customer service personnel related to calls/inquires. The system must have a spell check module incorporated into the entry process.
- 27.8 Authorized County personnel shall have the ability to perform all functions, including, but not limited to:
- 27.8.1 Download violation images for printing, mailing, or e-mailing to citizens or County officials.
 - 27.8.2 Suspend activity on accounts until further research is completed in special circumstances.
 - 27.8.3 Approve/disapprove citations.
 - 27.8.4 View all scanned images received by the Contractor.
 - 27.8.5 Search, view, update, and print all citation and non-citation information.
 - 27.8.6 Waive or re-instate penalties.
 - 27.8.7 Dismiss or void citations.
 - 27.8.8 Ability to alert operator of duplicated, missing or conflicting data, or blank mandatory fields before leaving the violation processing screen.
 - 27.8.9 Ability to generate various custom notices in color, at a quality and speed acceptable to the County.
- 27.9 Notices shall include:
- 27.9.1 Notice of violation with three described images.
 - 27.9.2 Delinquent notices with late fee assessments.
 - 27.9.3 Final delinquent notice.
 - 27.9.4 Partial payment notice.
 - 27.9.5 Court evidence/certification.
 - 27.9.6 Violation history notes.
 - 27.9.7 Re-issue notice.
 - 27.9.8 Replacement/duplicate copy notice.
 - 27.9.9 Court date scheduling notice/letter.
 - 27.9.10 Officer court hearing listing.
 - 27.9.11 District Court docket.
 - 27.9.12 District Court disposition form.

- 27.9.13 District Court scheduling calendar.
- 27.9.14 Ability to print a scannable, optical character data bar on the remittance section of all violation and late notices.
- 27.9.15 Font size, style, and characteristics must meet specific County and Maryland District Court standards.
- 27.9.16 Printed data bar placement must meet specific County standards (e.g., 1/3 inch from bottom of remittance advice section of violation notice).
- 27.10 Appropriate, variable-level password based security protocols.
 - 27.10.1 Properly grants read and write access to personnel upon “log on” identification process.
 - 27.10.2 Supervisor modifiable programming of access.
- 27.11 The Contractor’s system must allow County program management to easily access additional functionality for processing. The County must be able to perform the following tasks independent of the Contractor within the proposed processing system:
 - 27.11.1 Review citations rejected by the Contractor or the County.
 - 27.11.2 Override rejected events.
 - 27.11.3 Review citations referred to the supervisor by subordinates or the Contractor’s employees.
 - 27.11.4 Review the status of work pending at each step.
 - 27.11.5 Request Ad Hoc operational reports.
 - 27.11.6 Access real-time citation process information such as volumes, oldest violation dates awaiting process, outstanding name and address requests, etc.
 - 27.11.7 Access violation images, whether issued or not, by date, time and location.
- 27.12 Dual entry accuracy verification for each processing function:
 - 27.12.1 All transactions by Contractor and County personnel shall record the date, time, and operator’s identification number, including:
 - 27.12.1.1 When digital images are delivered.
 - 27.12.1.2 When Contractor personnel conduct image review.
 - 27.12.1.3 When Contractor personnel deliver images to County personnel.
 - 27.12.1.4 When County personnel conduct image verification.
 - 27.12.1.5 When County personnel deliver images to the Contractor for printing.
 - 27.12.2 If the Contractor’s employee registration plate entry does not match the County’s employee registration plate entry, the system shall generate a warning signal/error message to be sent to the County employee.
- 27.13 Standard billing and tracking features:
 - 27.13.1 Generate violation notices.
 - 27.13.2 Automatically identify and generate overdue violation notices at user definable intervals, assessing appropriate late fees and other administrative fees.

- 27.13.3 Record payments.
- 27.14 Comprehensive report generating capabilities, the system must support have:
 - 27.14.1 Ability to apply partial payments.
 - 27.14.2 Ability to handle returned checks and apply returned check fee.
 - 27.14.3 Ability to handle the receipt of payment from multiple locations.
 - 27.14.4 Ability to provide appropriate cash receipt reconciliation procedures and reports for drawer balancing and deposit preparation.
 - 27.14.5 Ability to handle overpayment and manage credits, after displaying an alert.
 - 27.14.6 Ability to handle credit cards and associated processing fees.
 - 27.14.7 The ability to add a bad check fee to the amount owed.
- 27.15 Automated time tracking and alerting system:
 - 27.15.1 Prevents the mailing of citations that have exceeded the 14 day processing timetable.
 - 27.15.2 Ability to warn operator of aging non-issued violations waiting processing.
- 27.16 Graphic file support:
 - 27.16.1 Ability to import scanned signature to populate file graphic field upon entry of “issuing authority” approval ID number.
 - 27.16.2 Ability to import various County logos and graphics for notices.
- 27.17 Violation disposition tracking:
 - 27.17.1 Ability to record the reason for any violation not fully completing processing.
- 27.18 Court processing management:
 - 27.18.1 Ability to schedule, adjust and re-schedule violators for court dates.
 - 27.18.2 Ability to generate court forms and notices in a format and quality acceptable to the County, including:
 - 27.18.2.1 Court date scheduling letters.
 - 27.18.2.2 District Court dockets.
 - 27.18.2.3 District Court disposition forms.
 - 27.18.2.4 Speed camera program personnel court hearing listings.
 - 27.18.2.5 Ability to enter and track court dispositions.
- 27.19 Data Retention: All violation data shall be stored on-line for at least 18 months. Violation data shall be stored in usable form for at least 36 months. Data back-ups shall be made in a County acceptable format. The Contractor shall store the back-up data in accordance with those outlined in this solicitation.
- 27.20 Data Information Ownership: All data collected shall remain the property of the County. The Contractor shall supply the County with a document to describe a County approved plan to provide the County with all relevant data in a usable form upon contract termination for any reason.

- 27.21 All photos taken, including those that do not result in citations for whatever reason; shall be available on-line for searching and viewing. The County shall be able to view all images sequentially, cited and non-cited.
- 27.22 The software shall allow personnel to record information obtained as the result of telephone calls or other communication, regarding a violation. This information shall be attached to the violation data as a contact history file. This attached file shall record relevant data and include:
- 27.22.1 Date and time of contact.
 - 27.22.2 Contact/Caller's name.
 - 27.22.3 Brief comments.
 - 27.22.4 The Contractor must be able to attach scanned documents to the violation/citation file.
- 27.23 The software shall have the ability to be viewed in a "read-only" mode so it can be made available to the County Department of Finance.
- 27.24 The software shall have the ability to receive exported payment data files from the County's finance system, any other credit card company, or the County's current lockbox company, which can be easily uploaded. These files must be uploaded daily. At a minimum, the exported payment data shall include:
- 27.24.1 Account number.
 - 27.24.2 Debit total.
 - 27.24.3 Credit total.
 - 27.24.4 Date (a nightly export is required).
 - 27.24.5 Sum total of transaction.
 - 27.24.6 Check or transaction number.
- 27.25 Violators must be able to view their citation images or a video of their violation online using a password provided on the citation. After viewing the violation, they must be able to pay their citation online if they choose to. The online citation format must differ from the issued citation format.
- 27.26 The Contractor's software must be able to electronically send the Maryland MVA flagging notices and flag releases to the Maryland MVA two times per week on a day schedule agreed upon with the County based upon the Business Rules.
- 28 **SERVICE LEVEL REQUIREMENTS - SPEED ENFORCEMENT:**
- 28.1 The County is contracting with the Contractor to provide a service. The County shall operate the system and control the program, but the Contractor shall be responsible for maintaining the equipment, including replacement and repairs as needed. The Contractor shall credit back to the County if it fails to meet the agreed upon benchmarks or metrics.
- 28.2 The Contractor shall demonstrate in its proposal and warrant that the cameras in operation inclusive of the Contractor's back office processing services must deliver a Monthly Prosecutable Issuance Rate of at least 90%. This average shall be measured each month across all active sites. The rate shall begin to be measured 60 days after the program's "go live" date to accommodate necessary initial system tuning.
- 28.3 The definition of Prosecutable Issuance Rate shall be the sum of all violation events recorded divided into the number of violation events presented to the RAEC for final review and approval. The sum of all violation events shall include all of the exceptions listed below including controllable and uncontrollable events. Contractor controllable exceptions such as, but not limited to, the following:
- 28.3.1 False camera trigger events.
 - 28.3.2 Washed out plates/reflect sheeting.

- 28.3.3 Plates with plate blocker.
 - 28.3.4 Unfocused/unreadable plate images.
 - 28.3.5 Vehicles out of position in the first or second image.
 - 28.3.6 Images with unmatched or missing violation event data.
 - 28.3.7 Too late to issue citation, legal time expired.
 - 28.3.8 Wrong plate entered.
 - 28.3.9 Wrong vehicle identified.
 - 28.3.10 Duplicate citation.
 - 28.3.11 Incorrect information.
- 28.4 Uncontrollable Rejections; outside of the Contractor's control:
- 28.4.1 Missing plate.
 - 28.4.2 Obstructed plate.
 - 28.4.3 Paper/Dealer plate.
 - 28.4.4 Funeral procession or other police wave through.
 - 28.4.5 No Maryland MVA record found.
 - 28.4.6 Stolen vehicle/tags.
- 28.5 If the Contractor fails to meet its nominated Prosecutable Issuance rate for any month, the Contractor may be considered to be in breach of contract.
- 28.6 Maryland Law requires that citations be mailed within 14 (fourteen) days of the date of violation; 30 days for out-of-state of the violations. The Contractor shall describe the service level proposal for citations that are too old to issue. The Contractor shall meet the mailing requirement required by State Law.
- 28.7 The Contractor shall describe any other service level standards offered.
- 28.8 The accuracy of data entry by Contractor personnel must result in less than 2% error as determined by County personnel.
- 28.9 The Contractor shall provide the County monthly reports detailing how this operational criterion is reached.
- 29 **IMAGE QUALITY SPECIFICATIONS - SPEED ENFORCEMENT:**
- 29.1 The following terms reflect County criteria to determine whether the violation images document a valid speed violation. The Contractor's image capturing process shall at all times facilitate the presentation of images, which meet or exceed this criteria. All images must be recorded on magnetic media. Wet film shall not be considered.
- 29.2 For a speed camera violation, the first image shall clearly show:
- 29.2.1 The vehicle passing the mobile platform vehicle.
 - 29.2.2 The data bar superimposed in a manner not to block key information.
 - 29.2.3 All readable, to the average naked eye, text/characters of the data bar.
- 29.3 The second image shall clearly show:
- 29.3.1 That the same vehicle has continued away from the platform vehicle.
 - 29.3.2 The data bar superimposed in a manner not to block key information.
 - 29.3.3 All readable, to the average naked eye, text/characters of the data bar.
- 29.4 Movement past a fixed object (same object viewable in both photos).
- 29.5 The third image must clearly show:
- 29.5.1 The registration plate of the same vehicle.

- 29.5.2 The registration plate must be clearly readable to the average naked eye.
- 29.5.3 All readable, to the average naked eye, text/characters of the data bar.
- 29.6 The first two images shall have the appropriate contrast and brightness to show not only the registration plate but also the vehicle itself. It is imperative that the visual linkage between the registration plate photo and the other two images serves as prima facie evidence that a violation occurred. These images must have an evaluation frame on the rear of the targeted vehicle.
 - 29.6.1 The evaluation frame must touch the roadway.
 - 29.6.2 Contain part of the registration plate.
 - 29.6.3 Contain part of the rear tire.
 - 29.6.4 Contain part of a rear brake light or tail light.
- 29.7 There shall not be any visible factors that would invalidate the violation such as a public safety official waving the driver through an intersection or the fact that the vehicle is clearly part of a funeral procession.
- 29.8 The name and complete mailing address of the registered owner can be obtained from the appropriate motor vehicle department.
- 29.9 The vehicle description obtained for the registration plate appears and matches the vehicle photographed in the violation (i.e. same basic vehicle type, make, and model).
- 29.10 Other requirements as directed by the State Legislature, State District Court, or Howard County.
- 30 **LIQUIDATED DAMAGES - SPEED ENFORCEMENT:** Damages sustained as a result of failure to capture images or to process acceptable images in a timely fashion are not capable of being exactly ascertained. Liquidated damages are established for this contract using the dollar value of an issued citation, an estimated collection rate of 75%, and considering the intangible damage sustained by the program.
 - 30.1 The County shall make reasonable efforts to issue citations as appropriate within the 14 (fourteen) day legal limit to avoid the imposition of liquidated damages. However for each citation that cannot be mailed within 14 days after the violation occurs due to the Contractor failure; as determined by the County, the Contractor shall pay the County liquidated damages, \$30.00 (thirty dollars).
 - 30.2 For each day the Contractor fails to meet the requirements directed by the County or fails to deliver images for a particular camera, the Contractor shall pay the County as liquidated damages \$30.00 (thirty dollars) multiplied by the average number of citations issued per day, for that camera, during the 30 days the camera was in operation immediately before the missed day.
 - 30.3 Liquidated damages may not be assessed in the following situations:
 - 30.3.1 A traffic accident, vandalism, or weather that significantly damages the vehicle or camera equipment. In the event that a vehicle or camera system is damaged beyond repair, the Contractor agrees to provide a temporary replacement within 18 hours and provide a permanent replacement within three days after the County has made written notice to the Contractor via e-mail.
 - 30.3.2 The cause of the camera failure to shoot photographs or capture images is beyond the Contractor's control.
 - 30.3.3 Severe weather (i.e. heavy fog, heavy rain, or heavy snow, etc.) obliterating the image.
 - 30.3.4 Image exposure is compromised due to sunrise/sunset.
 - 30.4 Liquidated Damages shall be sought if more than 5% of the potential violations submitted by a Contractor for review in a calendar year are erroneous violations. The Contractor shall be subject

to liquidated damages for each erroneous violation equal to 75% of the fine amount for the erroneous violation, plus any reimbursements paid by the County.

- 30.5 Liquidated Damages shall be sought at the rate of \$500.00 (five hundred dollars) per hour for deployment delays when the contractor fails to install the Portable Camera Unit (PCU) cabinet in accordance to the pre-determined schedule. Damages of \$500.00 (five hundred dollars) per hour for delayed deployments or deployment time shortened shall be sought if the contractor fails to change out the batteries in a timely manner to avoid such shutdown or delay.
- 30.6 Liquidated Damages of \$500.00 (five hundred dollars) per hour shall be paid if the Contractor has more than eight days of PCU shut down for maintenance reasons.

31 TRAINING:

- 31.1 The Contractor shall provide training for the County and employees of partner jurisdictions who shall operate violation processing system workstations. The County shall provide a room for training and County employee scheduling. The Contractor shall provide all appropriate training equipment, supplies, and training records.
- 31.2 When addressing training, Contractors shall:
 - 31.2.1 Describe the requisite skills and knowledge needed to manage the systems proposed.
 - 31.2.2 Describe their proposal for providing essential documentation, including:
 - 31.2.2.1 Operating instructions and procedures.
 - 31.2.2.2 Application “help” and tutorial material.
 - 31.2.2.3 Application user reference guides.
 - 31.2.2.4 Problem resolution guides.
 - 31.2.2.5 Lesson plans and course objectives.
 - 31.2.3 Describe training materials supplied by the Contractor.
- 31.3 The Contractor shall provide training in the operation of the camera systems for appropriate County staff. This training shall provide the County’s personnel with a basic understanding of how the processing system operates and provide County personnel with any and all necessary certifications as approved by the County. This shall be accomplished at no cost to the County.
- 31.4 The Contractor must provide in-depth training on the use of the Contractor’s violation processing system to police employees and others who make use of the system.
- 31.5 The training must be conducted within the County at a site and time that is convenient for County personnel.
- 31.6 The Contractor shall provide training to County management staff on supervisory functions and report generation.
- 31.7 Class size shall be limited to provide a quality training atmosphere. It is recommended that class size be limited to a maximum of 15 (fifteen) persons to each instructor.
- 31.8 The Contractor must provide an outline of the proposed training and the class size in their submitted proposal.
- 31.9 The Contractor shall provide an operator manual, instruction booklet and detection instrument manual on the Contractor’s operating system for each workstation and speed detection system.
- 31.10 The Contractor must submit training history for each of its employees and any trainers.

- 31.11 The Contractor's trainer must hold a Trainer Certification from the detection instrument manufacturer.

32 FIELD SERVICE:

- 32.1 The Contractor shall provide on-going computer hardware and software support to ensure uninterrupted operation. This support must be available Monday through Friday, from 5:30AM – 8:00 PM for camera technicians and 7:30 AM - 4:40 PM for office personnel; with the exception of County holidays.
- 32.2 The Contractor shall supply the County with an interface document describing the type, size, location, and medium of transfer of data to be received from the Contractor.
- 32.3 Upon termination of the contract, the Contractor shall continue to provide support services until 90% of the outstanding citations have been fully processed and payment of those citations by vehicle owners have been made, or until a replacement Contractor has established their systems.

33 COUNTY SUPPLIED SUPPORT AND SERVICES:

- 33.1 Secondary review and approval shall be conducted by County personnel at separate violation processing workstations for violation review, entry and/or verification of registration plate information. The Contractor shall supply at least two separate PC workstations meeting the minimum specifications of the County Department of Technology and Communication Services.
- 33.2 The County shall provide trained customer service representatives to answer questions from violators regarding payment options and other matters between 7:00 AM – 4:30 PM, Monday through Friday, with the exception of County holidays.
- 33.3 The Contractor shall use public safety databases for Maryland and out-of-state registration searches. The process shall self-populate fields in the Contractor's citation processing system and the Contractor shall establish monthly reports that list the out-of-state searches. The County and RAEC members shall individually authorize the Contractor to perform in-state and out-of-state owner registration inquiries when using Nlets (National Law Enforcement Telecommunications System).
- 33.3.1 The Contractor shall adhere to all County, State and Federal regulations concerning information access, security and information dissemination.
- 33.3.2 The Contractor's employees shall obtain registered owner information on identified registration plates through the Maryland MVA or the appropriate out-of-state motor vehicle department, if permitted. The Contractor shall assume the costs associated with this access. The registered owner's information shall then be entered into the system with violation images by software interfaced with the appropriate motor vehicle authority. The software must be able to populate most, if not all of the fields required for issuance of the speed citation.
- 33.4 The County shall arrange for and pay associated costs for violation payments to be made through an existing lock box arrangement with an area bank as established by the current County contract. Credit card transactions via the internet may be made through Govolution. Walk-In transactions are handled by the Howard County Department of Finance. The Contractor, at no cost to the County, shall work with the County and any County authorized vendor associated with the processing of citation payments to ensure that payment processing information is seamlessly transferred.

34 PRE-PROPOSAL CONFERENCE:

- 34.1 A pre-proposal conference shall be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on the date and time specified in Section A to discuss objectives and answer questions relating to this solicitation.

Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals as outlined in Section I.

- 34.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 34.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Rebecca Coleman at rcoleman@howardcountymd.gov and referencing this solicitation and number.
- 34.4 If there is a need for language interpretation and/or other special accommodations, please email Rebecca Coleman at rcoleman@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

35 INQUIRIES AND ADDENDA:

- 35.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than 10 (ten) days prior to the bid opening.
- 35.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Page.

36 CONTRACTOR'S QUALIFICATIONS:

- 36.1 Contractors must be engaged in the operation, setup, maintenance of Red Light Camera Operations and/or Automated Enforcement Speed Camera Instruments and System and must have been actively engaged in type description of work for a period of no less than five years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.
- 36.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management shall be utilized in the performance of the Agreement.
- 36.3 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities shall be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

37 BACKGROUND CHECKS AND INVESTIGATIONS:

If a Contractors' employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required. The Contractor's representatives & employees shall be required to successfully complete a background investigation at the sole discretion of the County. This shall involve fingerprinting and checking for criminal arrests and convictions. Providing false information or failing to reveal information about past arrests shall be grounds for removing the individual from involvement with the Red Light Camera Program and/or Speed Camera Program.

- 37.1 The Contractor shall assume the cost to have background checks done for each employee assigned to each facility. The County may bill the Contractor \$100.00 (one hundred dollars) for each standard background check. Public safety buildings require a higher level of security and an in-depth background checks referred to as “investigations”. The County may bill the Contractor \$250.00 (two hundred and fifty dollars) for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.
- 37.2 It is imperative that the Contractor select the most appropriate and reliable employees. The Contractor shall reimburse the County \$300.00 (three hundred dollars) for costs incurred by the County for any potential Contractor employee that fails the background check.
- 37.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building. The checks or investigations shall be conducted by the Department of Police. The Contractor shall submit the proper forms (provided by the County) to the Department of Police, 3410 Courthouse Drive, Ellicott City, Maryland 21043.
- 37.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 37.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, Possession of / or Distribution of a Controlled Substance, DWI or arrestable Motor Vehicle Law Offense.
- 37.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County shall, at its sole discretion, accept or reject the requested exception.
- 38 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about January 1, 2016 after approval and proper execution of the Agreement documents, with a renewal option for 7 additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.
- 39 ESTIMATED CONTRACT VALUE: The estimated contract value group for this contract is F as defined by the schedule below:
- A - \$30,000 to \$75,000
 B - \$75,001 to \$100,000
 C - \$100,001 to \$250,000
 D - 250,001 to \$500,000
 E - \$500,001 to \$1,000,000
F - Over \$1,000,000
- 40 PRICE ADJUSTMENT:
- 40.1 Prices offered shall be firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor’s responsibility to notify the Issuing Office in advance of any requested price changes.
- 40.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.

- 40.3 The County shall entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and shall do so in writing. If the price increase is granted, the price increase shall be effective upon written approval and shall remain firm through the renewal period.
- 40.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase shall be effective upon approval and shall remain firm through the renewal period, or for one year, at the County's sole discretion.
- 41 **EXCLUSIVITY:**
- 41.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 41.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.
- 42 **ESTIMATED QUANTITIES:** The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add and delete contract items as necessary.
- 43 **INSURANCE:** The Contractor shall be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 43.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 (one million dollars) each occurrence and \$1,000,000 (one million dollars) aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.
- 43.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 (one million dollars) any one accident.
- 43.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000 (one hundred thousand dollars).
- 43.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 43.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured must be shown on the certificate.

- 43.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 43.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 43.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

44 METHOD OF ORDERING:

- 44.1 Purchase Orders shall be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 44.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

45 EVALUATION OF OFFERS:

- 45.1 The County intends to make one or more awards to the responsible Contractors whose proposals represent the best value to the County. The estimated annual quantities on the Proposal Sheet represent the total volume of work for all Contractors. The assignment of work shall be at the sole discretion of the County. All Contractors shall waive any claim of any Contractors against the County for extra compensation or damages arising out of assignment of work by the County.
- 45.2 Red Light Cameras: Proposals shall be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase shall be evaluated based on the following criteria listed in order of importance:
 - 45.2.1 Experience and technical competence of the firm in performing similar services including high resolution images, precision and accuracy of speed measuring devices and precision and accuracy of triggering devices and/or back office and processing services.
 - 45.2.2 Qualifications and technical competence of the staff based on résumés.
 - 45.2.3 Image quality.
 - 45.2.4 Ability to provide no flash camera unit that meets all requirements and specification.
 - 45.2.5 Demonstrated functionality, maintainability and ease of use of the proposed system and/or services.
 - 45.2.6 Identified risks associated with this project.
 - 45.2.7 Completeness of proposal.
 - 45.2.8 Price.
- 45.3 Speed Cameras: Proposals shall be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase shall be evaluated based on the following criteria listed in order of importance:
 - 45.3.1 Experience and technical competence of the firm in performing Automated Speed Enforcement in School Zone using LIDAR/LASER based detection equipment.
 - 45.3.2 Qualification and technical competence of the staff based on resumes.
 - 45.3.3 Identical Detection System for Mobil and PCU operations.
 - 45.3.4 Demonstrated functionality, maintainability and ease of use of the proposed system and/or services.
 - 45.3.5 Image Quality.

- 45.3.6 Identified risks associated with this proposal.
- 45.3.7 Completeness of proposal.
- 45.3.8 Price.

- 45.4 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions.
- 45.5 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 45.6 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations shall take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.
- 45.7 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

46 BILLING AND PAYMENT:

- 46.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Howard County Department of Police, 3410 Courthouse Drive Ellicott City MD 21043, or e-mailed to the Program Administrator. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
- 46.2 Each invoice shall include the following information:
 - 46.2.1 Contractor's name;
 - 46.2.2 Address;
 - 46.2.3 Federal tax identification number;
 - 46.2.4 Contract number, if applicable (i.e., 44XXXXXXXXX);
 - 46.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
 - 46.2.6 Contract line number;
 - 46.2.7 Unit price and extended price (unit price must match a contract line); and
 - 46.2.8 Description of goods provided and/or services performed.
- 46.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 46.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 46.5 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
- 46.6 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 46.7 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.

- 46.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

SECTION E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.**
- 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing).
- 1.6 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

2 PROPOSAL DOCUMENTS: Contractors shall submit one original clearly marked, and seven copies of the complete proposal, to the Issuing Office no later than the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents:

2.1 Technical Submittal

- 2.1.1 Section F, (Technical Proposal Pages).
- 2.1.2 Section F, (Contractor's Qualification Information).
- 2.1.3 Section G, (Environmentally Preferred Products)
- 2.1.4 Section H, (Affidavit).
- 2.1.5 Sufficient detail that demonstrates an understanding of the project and demonstrates technical competence that includes, but is not limited to, the following:
 - 2.1.5.1 A brief overview of the company/firm and its primary business focus.
 - 2.1.5.2 Summaries of at least two projects (a maximum of two pages for each summary) similar and size and scope. Include an overview of the project, outcomes, successes, challenges, etc.

- 2.1.5.3 A proposed plan and approach for completing each of the required tasks including the individuals who will be assigned to complete the tasks.
- 2.1.5.4 The proposed project schedule including methods and procedures as to how the schedule will be maintained.
- 2.1.5.5 Resumes of the key personnel.
- 2.1.5.6 A detailed written description of system operations. Documentation shall include system function and evidence processing of enforcement camera violations and image quality.
- 2.1.5.7 The Contractor shall submit image samples with their technical proposal; a minimum of four mobile speed violation image sets under the following conditions (1) daytime – fair conditions; (2) daytime – rain or snow; (3) nighttime – fair conditions; (4) nighttime – rain or snow. Place clearly marked example sets in Appendix A – Sample Violation Image Sets. Contractors must be able to provide a reference for at least one location in a County of a similar size where their proposed digital camera system has worked effectively using high-resolution digital photography.
- 2.1.5.8 Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.

2.2 Price Submittal

- 2.2.1 Section F, (Price Proposal Pages).
- 2.2.2 Section I, (Equal Business Opportunity Participation).
- 2.2.3 Section J, (Wage Requirement).

- 3 **ELECTRONIC AND HARD COPIES:** Contractors should submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information, Section C, Paragraph 18, be added to the electronic copy.
- 4 **SAMPLE INVOICE:** Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 45.2.
- 5 **EXCEPTIONS:** If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.
- 6 **SITE CONDITIONS:** The submission of a proposal shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

SECTION F

TECHNICAL PROPOSAL COVER PAGE

TITLE: Traffic Enforcement, Automated Red Light and Speed Detection Camera Systems and Office Services

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____
Street City State Zip

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

REPRESENTATIVE'S NAME: _____

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): _____

TITLE OF COMPANY SIGNATORY (Printed): _____

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** _____

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO
If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

Is the company certified? If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? ☐ YES ☐ NO

(The County reserves the right to request such documentation, if desired, at a later date.)

Delivery Terms: F.O.B. Destination, Inside Delivery.

The company will accept Visa procurement cards: ☐ Yes ☐ No

Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.

SECTION F
TECHNICAL PROPOSAL

COMPANY NAME: _____

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) _____

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time for RFP-04-2016, but request that our company remain on the Contractors list for future solicitations.

ACKNOWLEDGEMENT OF ADDENDA: The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. To check for addenda go to: www.howardcountymd.gov/purchasing

Number: _____	Date: _____	Number: _____	Date: _____
Number: _____	Date: _____	Number: _____	Date: _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F**PROPOSAL A. PRICE PAGE
RED LIGHT ENFORCEMENT**

(Must be submitted separately from the Technical portion of the proposal)

COMPANY NAME: _____

TITLE: Traffic Enforcement, Automated Red Light and Speed Detection Camera Systems and Office ServicesNIGP CODE/PRODUCT CODE: 68077, Radar Instruments, Traffic Enforcement & Camera Equipment

COMMODITY/SERVICE DESCRIPTION ITEM NO.	QUANTITY	U/M	MONTHLY UNIT PRICE	ANNUAL EXTENDED PRICE
--	----------	-----	-----------------------	-----------------------------

Digital Red Light Camera Site: Per camera site based on the following number of locations for all jurisdictions:

1.	50-75	Month	\$_____	times 12	\$_____
2.	76-100	Month	\$_____	times 12	\$_____
3.	101+	Month	\$_____	times 12	\$_____

Red Light Violation Processing Fee: Per citation based on the following monthly volume for all jurisdictions:

4.	5,000-10,000	Month	\$_____	times 12	\$_____
5.	10,001-and over	Month	\$_____	times 12	\$_____

***TOTAL RED LIGHT PROPOSAL PRICE:** \$_____

* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

☐ We wish to submit a "NO BID" for the Red Light Camera portion of this proposal.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F**PROPOSAL B. – PRICE PAGE
SPEED DETECTION ENFORCEMENT**

(Must be submitted separately from the Technical portion of the proposal)

COMPANY NAME: _____

TITLE: Traffic Enforcement, Automated Red Light and Speed Detection Camera Systems and Office ServicesNIGP CODE/PRODUCT CODE: 68077, Radar Instruments, Traffic Enforcement & Camera Equipment

COMMODITY/SERVICE DESCRIPTION ITEM NO.	QUANTITY	MONTHLY UNIT PRICE	U/M	ANNUAL EXTENDED PRICE
--	----------	-----------------------	-----	-----------------------------

1. Camera System, Digital, for Traffic Speed Enforcement Flat Monthly Fee*	12	\$ _____	Months	\$ _____
--	----	----------	--------	----------

**Prices shall include the detection equipment, violation processing, out of state registrations, citation printing, postage, envelopes, mailing, and staff operations. Two speed detection instruments, as mobile units in vans, and two detection instruments in battery powered cabinets bolted to a pad, will be operated by the County; the cabinets and their detection instruments shall be moved by the Contractor. Howard County, during the 4+ year operation of our program, averaged 2,000 violations per month with an additional 3,200 per month collected by our partner agencies. These averages are for informational purposes and are not a guarantee of future violations.*

TOTAL SPEED DETECTION PROPOSAL PRICE* \$ _____

* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

☐ We wish to submit a "NO BID" for the Speed Detection and Violation Processing portion of this proposal.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F**CONTRACTOR'S QUALIFICATION INFORMATION**

(Must be submitted with the Technical proposal)

COMPANY NAME: _____

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided Automated Red Light Camera and/or Speed Detection Camera Systems and Office Services during the past five years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

2. The Contractor has provided the above services for ____ years. (Note: five year minimum)

SECTION G**PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS,
SERVICES AND EQUIPMENT**

(Must be completed, and submitted with the Technical proposal.)

Environmentally Preferred Products (EPP) and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal. EPPs include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc.

Howard County gives a price preference of up to 5% for the purchase of EPPs.*

The goods being bid:

- ☐ are made from recycled, recyclable or are considered to be environmentally preferred materials.
Specify what was reused, recycled or environmentally preferred: _____
- _____
- ☐ represent _____% post-consumer waste.
- ☐ represent _____% pre-consumer waste.
- ☐ do not contain any recycled materials.
- ☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____
- ☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.
- ☐ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County have purchased remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☐ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain: _____

Does your company have an environmental (and/or social) responsibility statement? ☐ Yes ☐ No

The County reserves the right to request such documentation, if desired, at a later date.

* The price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State Law.

SECTION H**AFFIDAVIT**

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc), and submitted with the bid.

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

Rev. 09/25/2013

SECTION I

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS
10% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

Howard County - Equal Business Opportunity List of Firms A-Z
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.

Revised 12/20/2013



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM**

COUNTY USE ONLY

EBO APPROVAL

TITLE: TRAFFIC ENFORCEMENT, AUTOMATED RED LIGHT & SPEED DETECTION CAMERA SYSTEMS & OFFICE SERVICES		
SOLICITATION #: RFP-04-2016	CAPITAL PROJECT #	CONTRACT / PO #
TERM:	RENEWAL #	AMOUNT \$

PRIME CONTRACTOR NAME:		
ADDRESS:		PHONE:
EBO STATUS (Y/N):	*EBO TYPE:	CERTIFYING AGENCY:
		CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS		
INSTRUCTIONS FOR COMPLETING THIS FORM		
<ul style="list-style-type: none"> Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors. This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal. *EBO Types: AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled) 		

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

Revised 12/20/2013

Buyer Initial

SECTION J

Information on Howard County, Maryland's Living Wage Requirement

Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

Current Living Wage Rate in Howard County

As of January 26, 2015, the Living Wage Rate is **\$14.57 per hour**.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 26, 2015, the Federal HHS Poverty Guideline was published as \$24,250 for a family of 4 (see www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$24,250 = \$30,312.50 \qquad \$30,312.50 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$14.57 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at www.howardcountymd.gov/purchasing. It is the contractor's responsibility to ascertain the current rate.

Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals. All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at purchasing@howardcountymd.gov or 410-313-6370.

**Howard County, Maryland Wage Rate Requirements for Service Contracts
Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)**

Prime Contr. Sub-Contr.

**Section 1:
Exemptions**

Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant , and the contract falls within that preclusion. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a public entity. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited). |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a regulated public utility. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract was awarded under a cooperative procurement with another government or organization of governments. |

Check here ☐ if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.

**Section 2:
Certifications**

- If you checked any exemptions in Section 1, skip this section and continue to Section 3.
- If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☐ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☐ **If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

**Section 3:
Contact Information**

Provide your contact information in the space below, then sign and date this form and submit it with your bid.

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

Office of Purchasing Use Only	Contract Title:		Buyer's Initials:
	Contract No:	Renewal No.	
	Capital Project No:	Contract Term:	

EXHIBIT I HOWARD COUNTY, MARYLAND AGREEMENT

THIS AGREEMENT made by and between Howard County, Maryland [as Purchasing Agent For Howard County Health Department, remove if not applicable], a body corporate and politic, (hereinafter "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to Select One, in strict and entire conformity with the Attachment A entitled, Select One, and any Purchase Order subsequently issued and the Request for Proposals No. RFP#-Year RFP TITLE and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for Select One in accordance with this Agreement, the other attachments hereto, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services] [goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall [perform the services][provide the goods] for the _____ of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation

- 2.1. In consideration of the Select One to be provided by the Contractor, the County shall pay the Contractor as follows:

in accordance with the unit prices set forth in the Proposal.

in accordance with the Select One attached hereto as Attachment A.

the sum of Dollar amount typed Dollars (\$Dollar amount Numerical)

an hourly rate of \$0.00 per hour for an approximate total of number of hours typed hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.

an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon Select One in a manner satisfactory to the County, in its sole discretion.

- 2.2. The Contractor shall submit invoices to the County: Select One. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Contract number (the first two digits are 44XXXXXXXX)
- Purchase Order number (the first digit is 2XXXXXXXX)
- Contract line number
- Unit price and extended price (the unit price must match a line on the contract)
- Description of goods provided and/or services performed.

- 2.2.1 The proper form of County invoices requires that the necessary information be included on all invoices.

- 2.2.2 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

- 2.2.3 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

- 2.3. This Agreement shall be effective according to the following:

MONTH DATE, YEAR OR

when executed by Howard County

and shall continue through January 1, 2001, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

- 2.4. The County reserves the right to renew this Agreement for INSERT RENEWAL PERIOD on the same terms and conditions set forth herein. Insert and changed to the terms i.e. Compensation. Unless set forth in a written amendment, the compensation, reimbursement and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

3. Contractor's Representations and Warranties The Contractor hereby represents the following:

- 3.1. The Contractor is a Select One, duly formed and validly existing under the laws of the State of INSERT STATE OF INCORPORATION and is qualified to do business and is in good standing in the State of Maryland.
- 3.2. The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.
- 3.3. The person executing this Agreement for the Contractor warrants that s/he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.
- 3.4. Select One: The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements. OR The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.
- 3.5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.
- 3.6. All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

4. Termination

- 4.1. Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 4.2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

5. Remedies for Default

- 5.1. The County shall have the right upon the happening of any Default, without providing notice to the Contractor:
- In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
 - To suspend the Contractor's authority to receive any undisbursed funds; and/or
 - To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- 6.2. Upon termination of this Agreement for default, the County may elect to pay the Contractor for Select One up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in this Request for Proposals including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics

- 10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.
- 10.2. The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
11. Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.
12. Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.
13. Indemnification.
- 13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions and/or this Agreement, the terms set forth in the Agreement shall govern.
14. Integration and Modification This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
16. Conflicting Terms
- 16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.
- 16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.
17. Severability If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
18. Time is of the Essence Time is of the essence with respect to performance of the terms and conditions of this Agreement.
19. Funding The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
20. Ownership of Goods All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.
21. Notice Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:
- FOR THE COUNTY: Contact Name, address and telephone number
- FOR THE CONTRACTOR: Contact Name, address and telephone number
22. No Waiver, Etc. No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.
23. Wage Rate Requirements The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands this Request for Proposals, Howard County Code, Sec 4.122A Wage Requirements.

INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature

By:

[Insert Name]

[Insert Title]

Print Name : _____

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By:

Allan H. Kittleman
County Executive
Purchasing Agent For Howard County Health Department,

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2014:

INFORMATION TECHNOLOGY APPROVED:

Gary Kuc
County Solicitor

Christopher Merdon
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Insert Dept. Head Name]
[Insert Title]

ATTACHMENT A
SERVICES TO BE PERFORMED

The above are in addition to any other services set forth in the Bid.

sample

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS*Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest. Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.**

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
- (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

- (i) The disqualification leaves a body with less than a quorum capable of acting;
- (ii) The disqualified official or employee is required by law to act; or
- (iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
- (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
- (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
- (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
- (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

- a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
- b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

- (ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
 - a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - b. Ceremonial gifts or awards that have insignificant monetary value;
 - c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
 - d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
 - e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
 - f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
 - g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 - h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made between Howard County, Maryland, a body corporate and politic, (the County), and [Contractor name] (the Contractor).

WHEREAS, pursuant to mandated compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), certain parties are required to enter into a Business Associate Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, including the mutual reliance of the parties on compliance with the terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PURPOSE AND SCOPE

A. The County and the Contractor enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and its implementing regulations (45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (MCMRA).

B. This Agreement applies to the conduct of the Contractor in connection with protected health information anticipated to be provided to, collected, maintained or used by the Contractor in connection with its performance under the Primary Agreement.

II. DEFINITIONS

A. The terms used in this Agreement have the meanings set forth in the Privacy Rule, 45 CFR Parts 160 and 164, and as set forth in subsection B of this section.

B. As used in this Agreement the following terms have the meanings indicated:

1. "County" means Howard County, Maryland.

2. "Designated Record Set" means a group of records maintained by or for the County that is (i) the medical records and billing records about individuals maintained by or for the County, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the County to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the County. (45 CFR §164.501.)

3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information. (45 CFR §160.103.)

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5), and 1320d-2 and 1320d-4.)

5. "Individual" has the same meaning as the term "individual" in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

6. "MCMRA" means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-Gen., §4-301, et seq.

7. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

8. "Protected health information" as defined in the Privacy Rule §§ 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer. For purposes of this Agreement, protected health information is limited to the information created or received by the Contractor from or on behalf of the County.

9. "Required by law" means a mandate contained in law that compels an entity to make use or disclosure of protected health information, that is enforceable in a court of law, and includes but is not limited to the itemized activities set forth in 45 CFR §164.501.

10. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information. (45 CFR § 164.501.)

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

A. The Contractor agrees to use or disclose protected health information only as permitted or required by the Privacy Rule, this Agreement, or as otherwise required by law.

B. Except as otherwise provided in this Agreement, the Contractor may:

1. Use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the County as specified in the Primary Agreement, provided that the use or disclosure would comply with the Privacy Rule if done by the County, is consistent with the MCMRA, and complies with the County's privacy practices and procedures, if applicable.

2. Use protected health information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor;

3. Disclose protected health information to a third party as necessary to carry out its obligations under the Primary Agreement, for proper management and administration of the Contractor or to carry out the Contractor's legal responsibilities if:

a. the disclosure is required by law;

b. the Contractor obtains reasonable assurances from the third party to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and

c. the third party notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; and

4. Use protected health information to provide data aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

C. The Contractor may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(a)(1).

IV. CONTRACTOR REQUIREMENTS

A. The Contractor agrees to implement appropriate safeguards to prevent use or disclosure of the protected health information other than as provided in Section III of this Agreement, including:

1. Limiting the amount of protected health information used or disclosed pursuant to Section III of this Agreement to the minimum necessary to carrying out the functions of the Primary Agreement and to otherwise achieve the purposes of the use and disclosure;

2. Taking steps to protect the physical security of and prevent unauthorized access to the protected health information, furnishing the County with a written description of these steps, and allowing representatives of the County access to premises where the protected health information is maintained for the purpose of inspecting the physical security arrangements; and

3. Requiring each of its employees having involvement with protected health information to comply with applicable laws and regulations relating to confidentiality of protected health information, including the provisions of this Agreement and the Maryland Confidentiality of Medical Records Act.

B. The Contractor agrees to:

1. Mitigate, to the extent practicable, any harmful effect that is known to Contractor, of a use or disclosure of protected health information by Contractor in violation of the requirements of this Agreement;

2. Report to the County any use or disclosure of the protected health information not consistent with this Agreement of which it becomes aware within five (5) days of the time it becomes aware of the use or disclosure;

3. Ensure that any agent, including a subcontractor, agrees to the same restrictions and conditions that apply to the Contractor with respect to any protected health information provided to the agent that is received from, or created or received by Contractor on behalf of the County;

4. Provide access, at the request of the County, and in the time and manner directed by the County, to protected health information in a designated record set maintained by the Contractor, to the County or, as directed by the County, to an individual in order to meet the requirements under 45 CFR § 164.524;

5. Make any amendment(s) to protected health information in a designated record set maintained by the Contractor that the County directs or agrees to pursuant to 45 CFR § 164.526 at the request of the County or an individual, and in the time and manner directed by the County;

6. Make available to the County, in a time and manner directed by the County or designated by it, any protected health information received from, or created or received by Contractor on behalf of the County, as well as any internal practices, books, and other records relating to the use and disclosure of protected health information, for purposes of determining the County's compliance with the Privacy Rule;

7. Document disclosures of protected health information and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528; and

8. Provide to the County or an individual, in time and manner directed by the County, information collected in accordance with subsection (7) of this section, to permit the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.

C. Upon termination of the Primary Agreement, the Contractor agrees that, except as provided in subsection V(C) of this Agreement, all of the protected health information provided by the County to the Contractor, or created or received by the Contractor on behalf of the County pursuant to the Primary Agreement will be destroyed or returned to the County.

V. TERM AND TERMINATION

A. This Agreement shall be effective as of the date set forth above. It shall remain in effect unless otherwise terminated for the entire term of the Primary Agreement including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.

B. Upon the County's knowledge of a material breach by Contractor, the County will either:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement for cause if the Contractor does not cure the breach or end the violation within the time specified by the County;

2. Immediately terminate this Agreement for cause if the Contractor has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, report the violation to the County head

C. Effect of Termination of this Agreement

1. Except as provided in paragraph 2 of this section, upon termination of this Agreement for any reason, the Contractor shall return or document the destruction of all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. If the Contractor believes that returning or destroying the protected health information is infeasible, the Contractor shall provide to the County notification of the conditions that make return or destruction unfeasible. If the County agrees that return or destruction of protected health information is unfeasible, the Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures of the protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains the protected health information.

D. The County's termination of this Agreement for cause pursuant to this subsection V may be viewed by the County as a breach of the Primary Agreement and grounds for termination in accordance with the default termination clause of the Primary Agreement.

VI. NOTICE PROVISIONS

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage pre-paid, to the other parties by certified mail, return receipt requested to the following:

FOR THE SERVICE PROVIDER

FOR THE COUNTY

VII. MISCELLANEOUS

A. A reference in this Agreement to a section in the Privacy Rule means the section in effect at time of execution and as amended from time to time thereafter.

B. The parties agree to take such action to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

C. The respective rights and obligations of the Contractor under Section V(C) of this Agreement shall survive the termination of this Agreement.

D. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

E. The parties agree that this Agreement shall not be assignable, except by written approval, in advance, by the County.

VIII. COMPLIANCE WITH STATE LAW

The Contractor acknowledges that by accepting the protected health information from the County, it becomes a holder of medical

records information under the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-Gen. §§4-301 et. seq.) and is subject to the provisions of that law. If the HIPAA Privacy Rule and the MCMRA conflict regarding the degree of protection provided for protected health information, the Contractor shall comply with the more restrictive protection requirement.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature _____

By: _____

[Insert Name]

[Insert Title]

Print Name : _____

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By: _____

Allan H. Kittleman
County Executive
Purchasing Agent For Howard County Health Department,

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2014:

INFORMATION TECHNOLOGY APPROVED:

Gary Kuc
County Solicitor

Christopher Merdon
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Insert Dept. Head Name]
[Insert Title]

EXHIBIT II**SAMPLE INVOICE****SAMPLE INVOICE****Your Company's Name**

Address

[Email address](#)

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:**Date:****FEIN:**

Contract #:

44XXXXXXXXX

Purchase Order #:

2XXXXXXXXXX

Performance Period:

__/__/13-__/__/14

(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantit y	Extended Price
Total							

Payment Terms:

Please make check payable to ***Your Company's Name*** and remit payment to:*Your Company's Name**Address**Address*

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at ***Telephone No.*** and ***Email Address.***